

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: August 8, 2016

time: 5:30 P.M.

| | | | |
|--|---------------------|--------------------|---------------------|
| MAYOR | STEVEN K. GAER | CITY MANAGER..... | TOM HADDEN |
| COUNCILMEMBER AT LARGE | RICK MESSERSCHMIDT | CITY ATTORNEY..... | RICHARD SCIESZINSKI |
| COUNCILMEMBER AT LARGE | JIM SANDAGER | CITY CLERK..... | RYAN JACOBSON |
| COUNCILMEMBER 1 ST WARD | KEVIN L. TREVILLYAN | | |
| COUNCILMEMBER 2 ND WARD | JOHN MICKELSON | | |
| COUNCILMEMBER 3 RD WARD..... | RUSS TRIMBLE | | |

- 1. Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
- 2. Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
- 3. Mayor/Council/Manager Report/Other Entities Update**
- 4. Consent Agenda**
 - a. Motion - Approval of Minutes of July 25, 2016 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Casey's Marketing Company, d/b/a Casey's General Store #2150, 2125 Grand Avenue - Class BC Beer Permit with Sunday Sales - Renewal
 2. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #2, 1990 Grand Avenue (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
 3. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #3, 1725 Jordan Creek Parkway (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
 4. Jethro's Bacon Bacon, Inc., d/b/a Jethro's BBQ n'Bacon Bacon, 1480 22nd Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 5. The Noodle Shop, Co. - Delaware, Inc., d/b/a Noodles & Company, 6630 Mills Civic Parkway, Suite 6110 - Class BW Permit with Sunday Sales and Outdoor Service - Renewal
 6. Sakura Sushi, Inc., d/b/a Sakura Sushi, 1960 Grand Avenue, Suite 11 - Class LC Liquor License with Sunday Sales - Renewal
 7. Cinderella Story, LLC, d/b/a Shotgun Betty's - Class LC Liquor License with Sunday Sales and Outdoor Service - New

- 8. Taste of the Junction, Inc., d/b/a Taste of the Junction - Five-Day Class B Beer Permit with Outdoor Service for Street Party Event in the 400 Block of Railroad Place, September 3, 2016
 - d. Motion - Approval of Orders for Violations of Alcohol Laws
 - e. Motion - Approval of Extended Sound Permit - Taste of the Junction, September 3, 2016
 - f. Motion - Approval of Lane Closure(s) for Special Events - Block Party - 3000 Block of Giles Street, August 27, 2016
 - g. Motion - Approval of Purchase - Locution Station Alerting System
 - h. Motion - Approval of Request for Increase in Billing Fees for Outside Legal Services and Authorization to Issue Request for Proposals for Legal Services
 - i. Motion - Approval of Letters of Support - Coalition Against Bigger Trucks
 - j. Resolution - Approval of 28E Agreement with West Des Moines Community School District - West Des Moines Human Services
 - k. Resolution - Order Preparation of Plans and Specifications - Holiday Aquatic Center Play Structure Replacement and Pool Basin Painting
 - l. Resolution - Accept Work:
 - 1. Alluvion Fiber Interconnect - Yellow Route
 - 2. South 88th Street Grading
 - m. Resolution - Approval of Professional Services Agreement - Grand Avenue West Sewer Segments 3 and 4
 - n. Resolution - Approval and Acceptance of Sanitary Sewer Easement - Des Moines Golf and Country Club, 1600 Jordan Creek Parkway
 - o. Resolution - Approval and Acceptance of Purchase Agreement, Deed and Easements:
 - 1. South 60th Street Improvements
 - 2. Walnut Creek Outfall Storm Sewer Improvements
 - p. Resolution - Approval of Public Highway At-Grade Crossing Agreement - Union Pacific Railroad, 98th Street

5. Old Business

- a. Amendment to City Code - Title 3 (Business and Licensing), Chapter 7 (Solicitors and Transient Merchants) and Title 9 (Zoning), Chapter 16 (Temporary Use Permits) - Amend City Code to Establish Regulations for Mobile Vendors - City Initiated
 - 1. Ordinance - Approval of Second Reading
- b. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 5 (Agricultural/Open Space and Residential Zoning District), and Chapter 10 (Performance Standards) - Add Definition of "Scoreboards, Stadiums and Recreational Facilities," Add Scoreboards to Accessory Structure Use Regulations, and Amend Specific Use Regulations to Provide Performance Standards - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- c. Amendment #1 to Ashworth Corridor Urban Renewal Area - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- d. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - South 45th Street and Westwood Drive; West Access Road City Hall and Frontage Road; East Access Road City Hall and Frontage Road; 95th Street and Red Sunset Drive/Red Sunset Court; 95th Street and Cedarwood Drive/Cedarwood Court - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- e. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 10 (Special Speed Zones) - 81st Street, Ashworth Road to Bridgewood Boulevard - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- f. 2014 Sidewalk Improvement Program - Phase I - City Initiated
 - 1. Resolution - Approval of Final Plat and Schedule of Assessments

- g. Woodland Hills Park Site Development - City Initiated
 - 1. Resolution - Award Contract

- 6. Public Hearings (5:35 p.m.)**
 - a. Galleria Specific Plan Amendment, generally the north and south sides of Mills Civic Parkway between South 60th Street and South 68th Street - Amend the Specific Plan Ordinance to Allow a Taller Ground Monument Sign on the Red Robin Parcel - S-J-Jordan, LC
 - 1. Ordinance - Approval of First Reading

 - b. Jordan Creek Business Park, southwest corner of Village View Drive and South 60th Street - Vacate a 30 ft. Ingress/Egress Easement - Todd Rueter
 - 1. Resolution - Approval of Vacation

 - c. 2016-17 FY Operating and Capital Budget - Amendment #2 - City Initiated
 - 1. Resolution - Approval of Budget Amendment #2

- 7. New Business**
 - a. South Maple Grove Plat 16, southeast corner of 98th Street and Wilson Drive - Subdivide Property into Eight Single Family Lots - Mid-America Real Estate Company
 - 1. Resolution - Acceptance of Public Improvements and Approval and Release of Final Plat

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- b. Val-Gate, southwest corner of Grand Avenue and 1st Street - Subdivide Property into Seven Lots and One Street Lot for Construction of a Commercial Development - First Street, LP
 - 1. Resolution - Approval of Preliminary Plat
 - c. 820 1st Street - Approval of an approx. 5,100 sq. ft. Retail Building - First Street, LP
 - 1. Resolution - Approval of Site Plan
 - d. Global Aviation Sculpture, 7760 Cascade Avenue - Install Sculpture at Corner of Building - Global Aviation
 - 1. Resolution - Approval of Minor Modification
 - e. Kum & Go, 220 50th Street and 5901 Mills Civic Parkway - Approval of Materials for Canopy Support Columns - Kum & Go, LC
 - 1. Resolution - Approval of Minor Modification
 - f. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 1 (Official Traffic Controls) - 50th Street and Stonebridge Road - City Initiated
 - 1. Ordinance - Approval of First Reading
- 8. Receive, File and/or Refer**
- a. Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 14 (Accessory Structures), and Chapter 18 (Signs) - Add a Definition of "Flagpole" and Establish Regulations and Performance Standards Pertaining to Flagpoles - City Initiated (Refer to Plan and Zoning Commission)
 - b. Browns Woods Estates, west of Veterans Parkway and south of Browns Woods Drive - Rezone Property from Residential Estate and Residential Medium Density to Single Family Residential - Venture Homes, LLC (Refer to Plan & Zoning Commission)
- 9. Other Matters**

CITY COUNCIL WORKSHOP

(immediately follows Council meeting)

1. Parks Project Financing - Parks and Recreation Advisory Board
2. Other Matters

The City of West Des Moines is pleased to provide accommodations to disabled individuals or groups and encourages their participation in city government. Should special accommodations be required please contact the Clerk's office at least 48 hours in advance, at 222-3600 to have accommodations provided.

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West Des Moines City Council Proceedings
Monday, July 25, 2016

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, July 25, 2016 at 5:30 PM. Council members present were: R. Messerschmidt, J. Sandager, K. Trevillyan, and R. Trimble. Council member J. Mickelson participated via telephone.

On Item 1. Agenda. It was moved by Trimble, second by Trevillyan approve the agenda as presented.

Vote 16-271: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 2. Public Forum

Dave Cooper, 601 Hillside Avenue, expressed concerns about high-density subsidized housing in West Des Moines, and he inquired if the City has any record of the burden it places on the City.

Mayor Gaer requested that staff provide a response to Mr. Cooper's questions.

On Item 3. Council/Manager/Other Entities Reports:

Council member Sandager reported he attended a meeting of the Library Board of Trustees, where discussion was held on the upcoming unveiling of the "Tale Trail", and it was reported the Iowa DOT driver's license kiosk in the WDM Library is the busiest non-retail kiosk in the state. He also reported the Development and Planning Subcommittee met and discussed a request to rezone property in the 1200 block of Grand Avenue and a possible amendment to the City Code regarding building separation requirements.

Council member Trimble reported the Finance and Administration Subcommittee met, where discussion was held on the proposed purchase of Locution software for public safety, the proposed establishment of a streetlight fee, and amendment #2 to the 2016-17 FY budget.

Council member Mickelson reported the West Des Moines Chamber of Commerce held in-person interviews last week with finalists for the President/CEO position. He stated the selection process has now been narrowed down to two candidates, either of which would be a good fit, and the WDM Chamber is now conducting reference checks on the two finalists.

Council member Messerschmidt reported the Public Works Subcommittee met, where updates were given on the numerous construction projects, and he noted the 50th Street Widening project is experiencing delays due to utility issues. He also attended a meeting with the Historic Valley Junction Foundation, where information was presented on the Historic West Des Moines Master

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Plan, and a finished master plan is expected to be released sometime this fall.

On Item 4. Consent Agenda.

Council members pulled Items 4(c)4 and 4(m) for discussion. It was moved by Messerschmidt, second by Sandager to approve the consent agenda as amended.

- a. Approval of Minutes of July 11, 2016 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 - 1. Chipotle Mexican Grill of Colorado d/b/a Chipotle Mexican Grill, 490 South 68th Street, Suite 110 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 - 2. 50th Street Sports, LLC d/b/a Draught House 50, 1300 50th Street, Suite 206 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 - 3. Fitness Grill, LLC d/b/a Get Fit Grill, 5855 Mills Civic Parkway - Class LC Liquor License with Sunday Sales - New
 - 5. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - August 3-4, 2016
 - 6. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - September 14-15, 2016
 - 7. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - September 29, 2016
 - 8. Walnut Brewery, Inc., d/b/a Rock Bottom Brewery - Class LC Liquor License with Sunday Sales, Brew Pub, High Proof Brew Pub, Catering and Outdoor Service Privileges - Renewal
 - 9. Moreno's Corporation d/b/a Tequila Limon y Sal Mexican Restaurant, 5014 EP True Parkway - Class LC Liquor License with Sunday Sales - Renewal
 - 10. Trader Joe's East, Inc. d/b/a Trader Joe's #721, 6305 Mills Civic Parkway - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal
 - 11. Twin Restaurant Des Moines, LLC d/b/a Twin Peaks, 4570 University Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 - 12. Tea Time Two, LLC, d/b/a Wines of Iowa, 234 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal
- d. Approval of Orders for Violations of Alcohol Laws
- e. Approval of Tobacco Permit
- f. Approval of Grant Agreement - United Way Community Impact Partner Grant - Youth Justice Initiative
- g. Approval to Purchase - TriTech Inform 911 Telephone System

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- h. Approval of Amendments to Professional Services Agreements:
 - 1. Public Services Facility Master Plan Study and Grading, #1
 - 2. Walnut Woods Drive Culvert Replacement, #1
- i. Approval and/or Ratification of Specific Fees and Charges - 2016-17 FY
- j. Order Construction:
 - 1. South 35th Street Bridge Replacement
 - 2. South 60th Street and Mills Civic Parkway Intersection Improvements
- k. Acceptance of Public Improvements - South Maple Grove Plat 15
- l. Approval and Acceptance of Purchase Agreement and Easements - South 35th Street Bridge Replacement Project

Vote 16-272: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 4(c)4 Approval of Liquor License - Fox Brewing, LLC d/b/a Fox Brewing, 103 South 11th Street - Class B Beer Permit with Sunday Sales, Brew Pub, High Proof Brew Pub, and Outdoor Service Privileges - Renewal

Council member Trimble stated he will abstain on this item due to a potential conflict of interest, as he has an investment with Fox Brewing, LLC.

It was moved by Sandager, second by Messerschmidt to approve Item 4(c)4 Approval of Liquor License - Fox Brewing, LLC d/b/a Fox Brewing, 103 South 11th Street - Class B Beer Permit with Sunday Sales, Brew Pub, High Proof Brew Pub, and Outdoor Service Privileges - Renewal.

Vote 16-273: Messerschmidt, Mickelson, Sandager, Trevillyan...4 yes
Trimble... 1 abstain due to potential conflict of interest
Motion carried.

On Item 4(m) Approval of Agreement Regarding the Installation of a Sidewalk - 550 South 35th Street

Council member Trevillyan stated he believes the property owner should be responsible for the full cost to install the sidewalk, and it should not be installed at the expense of taxpayer dollars. He noted the City required a sidewalk to be installed at 200 39th Street at the expense of the property owner, and that was a similar situation addressing a missing link in the sidewalk.

City Manager Tom Hadden explained the sidewalk on the Southwoods Park property was installed several years ago, leaving a missing link of sidewalk on the property at 550 South 35th Street. Since neither the current property owner nor the West Des Moines Community School District, which previously owned the property, feel they should be responsible for installing the sidewalk, staff has negotiated a compromise in the proposed agreement, which splits the cost three ways between the property owner, the School District, and the City.

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City Attorney Dick Scieszinski explained that the School District constructed the home at 550 South 35th Street in 2004, and at the time, the City granted a deferral for the sidewalk and requested that the School District notify the subsequent homeowner of the sidewalk deferral and future obligation to install the sidewalk. He believes the School District failed to notify the subsequent homeowner, so they bought the property with no knowledge of the future obligation. He noted there is no legal obligation on the part of the City, however, due to the unusual circumstances, the proposed agreement is an effort to resolve the situation through an equitable compromise.

Council member Trimble stated he supports the proposed agreement because this is a unique situation, and he believes the proposed agreement is a reasonable compromise.

It was moved by Messerschmidt, second by Trimble to approve Item 4(m) Approval of Agreement Regarding the Installation of a Sidewalk - 550 South 35th Street.

Vote 16-274: Messerschmidt, Mickelson, Sandager, Trimble...4 yes
Trevillyan... 1 no

Motion carried.

On Item 5(a) Amendment to City Code - Title 9 (Zoning), Chapter 6 (Commercial, Office and Industrial Zoning Districts) and Chapter 10 (Performance Standards) - Allow SIC 0752-9901: Animal Specialty Services, Grooming Services as a Permitted Use in a General Industrial District and Define Regulations and Performance Standards Pertaining to Veterinary and Animal Services Land Uses, initiated by the City of West Des Moines

It was moved by Trimble, second by Messerschmidt to consider the second reading of the ordinance.

Vote 16-275: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trimble, second by Messerschmidt to approve the second reading of the ordinance.

Vote 16-276: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Trimble, second by Messerschmidt to waive the third reading and adopt the ordinance in final form.

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Vote 16-277: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 5(b) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - Coachlight Drive, South 81st Street to South 88th Street, initiated by the City of West Des Moines

It was moved by Trimble, second by Messerschmidt to consider the second reading of the ordinance.

Vote 16-278: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trimble, second by Messerschmidt to approve the second reading of the ordinance.

Vote 16-279: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Trimble, second by Messerschmidt to waive the third reading and adopt the ordinance in final form.

Vote 16-280: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 3 (Business and Licensing), Chapter 7 (Solicitors and Transient Merchants) and Title 9 (Zoning), Chapter 16 (Temporary Use Permits) - Amend City Code to Establish Regulations for Mobile Vendors, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 8, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 4-0, with three members absent, the Plan and Zoning Commission recommended City Council approval of the ordinance amendment, and one correspondence was received from the Legion of Food.

Mayor Gaer asked if there were any public comments.

Nick Kuhn, 10546 121st Street, Granger, stated he is President of the Food Truck Association. He noted the proposed ordinance allows one mobile vendor per property at any given time, and he requested that the City consider allowing multiple mobile vendors on the same property, as

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large office complexes often generate a greater demand at certain times than can be met by one food truck.

Jim Miller, Executive Director of the Historic Valley Junction Foundation, stated he has received numerous requests from mobile vendors wanting to set up a food truck in the public parking stalls along 5th Street and wanting to set up a pushcart in the walkways between the buildings.

Mayor Gaer asked if there were any additional public comments; hearing none he declared the public hearing closed.

Lynne Twedt, Director of Development Services, explained that mobile vendors on public property, such as the public parking stalls along 5th Street, can currently be allowed through a special event permit. If the Council wishes to expand the use of public property by mobile vendors, it would require further amendments to the City Code to allow it. She noted staff is open to allowing multiple vendors on a property but would want a mechanism in place to address safety concerns, such as access for emergency vehicles, keeping drive aisles clear of pedestrians, maintaining traffic flow throughout the property, and parking availability. She suggested the City could require property owners wanting multiple vendors on their property to submit an application for a permit, which would allow staff the opportunity to review the proposed layout on the site.

Council member Trevillyan expressed concerns about the items in the proposed ordinance that staff left open for the Council to make recommendations on, and he suggested that this item be continued and discussed further at a workshop.

Council member Trimble expressed support for the proposed ordinance, and he suggested that the fees should be sufficient to cover the City's costs, yet not so much that it's a burden.

Mayor Gaer noted the proposed ordinance limits a mobile vendor to operating on a site for four days in a week, but he believes it should allow for a mobile vendor to operate five days a week to accommodate the businesses that are open Monday through Friday.

The Mayor and Council held further discussion on the proposed ordinance and requested that staff make recommendations for the permit fees and the maximum number of mobile vendors that can be allowed on a site, and include those recommendations in the proposed ordinance when it comes back for a second reading.

It was moved by Sandager, second by Trimble to consider the first reading of the ordinance.

Vote 16-281: Messerschmidt, Mickelson, Sandager, Trimble...4 yes
Trevillyan... 1 no

Motion carried.

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The City Clerk read the preamble to the ordinance.

It was moved by Sandager, second by Trimble to approve the first reading of the ordinance.

Vote 16-282: Messerschmidt, Mickelson, Sandager, Trimble...4 yes
Trevillyan... 1 no

Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 5 (Agricultural/Open Space and Residential Zoning District), and Chapter 10 (Performance Standards) - Add Definition of "Scoreboards, Stadiums and Recreational Facilities," Add Scoreboards to Accessory Structure Use Regulations, and Amend Specific Use Regulations to Provide Performance Standards, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 8, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 4-0, with three members absent, the Plan and Zoning Commission recommended City Council approval of the ordinance amendment.

Mayor Gaer asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Sandager, second by Trimble to consider the first reading of the ordinance.

Council member Trevillyan inquired if the scoreboard's video screen will display advertisements.

Lynne Twedt, Director of Development Services, responded there will likely be advertisements displayed on the video screen, but staff views it differently from a video billboard targeted to the general public, because this will be intended for a targeted audience, and motorists driving by the stadium are not expected to be distracted by the video screen because it will only be visible to them for a couple seconds.

Council member Trevillyan expressed concerns as he feels the video screen could be a distraction to motorists, and he inquired about the potential for a lawsuit from companies that operate video billboards, which are not permitted by City Code.

City Attorney Dick Scieszinski responded the proposed ordinance addresses such potential claims, as it is written so that such a video screen shall be visible to motorists for no more than five seconds, therefore its intended use is differentiated from video billboards.

Brad Rose, Athletics Director for the West Des Moines Community School District, responded to questions from the Council, stating the scoreboard will have three static advertisement panels,

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and the scoreboard will have the score, down, and distance numbers at the top, with the video screen below it to reduce its visibility from the street. He also stated the school district is upgrading the stadium's sound system, but the sound will not be used for video advertisements.

Vote 16-283: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Sandager, second by Trimble to approve the first reading of the ordinance.

Vote 16-284: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Mayor Gaer stated, due to a potential conflict of interest related to Item 6(c), Mayor Pro tem Sandager will preside over this portion of the meeting.

On Item 6(c) Mayor Pro tem Sandager indicated this was the time and place for a public hearing to consider Amendment #1 to Ashworth Corridor Urban Renewal Area, initiated by the City of West Des Moines (Continued from June 13, 2016). He asked for the date the notice was published and the City Clerk indicated the notice was published on June 3, 2016 in the Des Moines Register. Mayor Pro tem Sandager asked if any written comments had been received. The City Clerk stated none had been received.

Mayor Pro tem Sandager asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Trimble, second by Trevillyan to adopt Resolution - Approval of Urban Renewal Plan Amendment.

Vote 16-285: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

It was moved by Trimble, second by Trevillyan to consider the first reading of the ordinance.

Vote 16-286: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trimble, second by Trevillyan to approve the first reading of the ordinance.

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Vote 16-287: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

Mayor Gaer resumed presiding over the meeting.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment #2 to Fuller Road Urban Renewal Area, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 15, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

Mayor Gaer asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Trimble, second by Sandager to adopt Resolution - Approval of Urban Renewal Plan Amendment.

Vote 16-288: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider Coachlight Drive Improvements - South 88th Street to South 91st Street, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 15, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

Mayor Gaer asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Messerschmidt, second by Sandager to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Concrete Technologies, Inc.

Vote 16-289: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 6(f) Mayor Gaer indicated this was the time and place for a public hearing to consider Woodland Hills Park Site Development, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 15, 2016 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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Mayor Gaer asked if there were any public comments; hearing none he declared the public hearing closed.

It was moved by Trimble, second by Sandager to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Motion - Defer Award of Contract.

Vote 16-290: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(a) Pemberley Hills Plat 2, generally located on the southwest corner of Colt Drive and 60th Street - Subdivide Property into 11 Single Family Lots, Two Street Lots and One Outlot for Detention, initiated by Barnes Estates, LLC

It was moved by Sandager, second by Messerschmidt to adopt Resolution - Acceptance of Public Improvements and Approval and Release of Final Plat, subject to the applicant complying with all applicable City Code requirements.

Vote 16-291: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(b) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - South 45th Street and Westwood Drive; West Access Road City Hall and Frontage Road; East Access Road City Hall and Frontage Road; 95th Street and Red Sunset Drive/Red Sunset Court; 95th Street and Cedarwood Drive/Cedarwood Court, initiated by the City of West Des Moines

It was moved by Sandager, second by Messerschmidt to consider the first reading of the ordinance.

Vote 16-292: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Sandager, second by Messerschmidt to approve the first reading of the ordinance.

Vote 16-293: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 7(c) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 10 (Special Speed Zones) - 81st Street, Ashworth Road to

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Bridgewood Boulevard, initiated by the City of West Des Moines

It was moved by Trimble, second by Messerschmidt to consider the first reading of the ordinance.

Vote 16-294: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trimble, second by Messerschmidt to approve the first reading of the ordinance.

Vote 16-295: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

On Item 8 - Receive, File and/or Refer: no items

On Item 9(a) Historic Valley Junction Foundation Events, initiated by the Valley Junction Events Advisory Committee

It was moved by Trevillyan, second by Trimble to adopt Motion - Approval of Committee Recommendation.

Vote 16-296: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The meeting was adjourned at 6:50 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Steven K. Gaer, Mayor

641
4(b)

CITY OF WEST DES MOINES
CITY COUNCIL ACTION ITEM

The following list(s) of municipal expenditures, all of which have been reviewed and authorized by the respective departments as being justified and properly due and the listing of which have been prepared by Finance departmental staff are being submitted to the City Council for approval:

| | | | |
|-----------------------------|--------------------|--|-----------------|
| Regular Bi-Weekly Claims | 8/8/16 | | \$ 951,640.30 |
| | | | Total \$ Amount |
| EFT Claims | 8/8/16 | | \$ 511,065.32 |
| | | | Total \$ Amount |
| Control Pay | 8/8/16 | | \$ 272,318.29 |
| | | | Total \$ Amount |
| End of Month | | | \$0.00 |
| | | | Total \$ Amount |
| Off-Cycle Checks/EFT Claims | | | \$ 0.00 |
| | Claim Listing Date | | Total \$ Amount |

Approved by the West Des Moines City Council this 8th day of August
2016

Tim Stiles, Finance Director

Tom Hadden, City Manager

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Finance and Administration Committee acknowledgement of disbursement of expenditures:

Russ Trimble, Councilmember

Jim Sandager, Councilmember

John Mickelson (alternate)

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/08/2016

| Type | Date | Number | Source | Payee Name | Transaction Amount |
|--|------------|--------|------------------|-------------------------------------|--------------------|
| Bank Account: WB VENDOR DISB - WB Vendor Disbursement | | | | | |
| Check | 08/08/2016 | 300461 | Accounts Payable | ABSOLUTE CONCRETE CONSTRUCTION | 37,876.08 |
| Check | 08/08/2016 | 300462 | Accounts Payable | ACCUCOPY | 648.98 |
| Check | 08/08/2016 | 300463 | Accounts Payable | ADAMS DOOR COMPANY INC | 210.00 |
| Check | 08/08/2016 | 300464 | Accounts Payable | ADP SCREENING & SELECTION SVCS | 169.81 |
| Check | 08/08/2016 | 300485 | Accounts Payable | AHLERS & COONEY | 24,877.75 |
| Check | 08/08/2016 | 300466 | Accounts Payable | AIR CLEANING TECHNOLOGIES INC | 392.00 |
| Check | 08/08/2016 | 300467 | Accounts Payable | AIRPORT SIGNS & GRAPHICS | 1,339.94 |
| Check | 08/08/2016 | 300468 | Accounts Payable | ALL AUTO GLASS | 380.00 |
| Check | 08/08/2016 | 300469 | Accounts Payable | ALLIANCE CONSTRUCTION GROUP | 43,367.50 |
| Check | 08/08/2016 | 300470 | Accounts Payable | ALLIANCE FOR INNOVATION | 3,980.00 |
| Check | 08/08/2016 | 300471 | Accounts Payable | ALVINE & ASSOCIATES INC | 477.00 |
| Check | 08/08/2016 | 300472 | Accounts Payable | AMERICAN SECURITY CORP | 5,133.13 |
| Check | 08/08/2016 | 300473 | Accounts Payable | AQUACLEAR LAKE MANAGEMENT | 790.00 |
| Check | 08/08/2016 | 300474 | Accounts Payable | ASCHEMAN, PHILIP | 400.00 |
| Check | 08/08/2016 | 300475 | Accounts Payable | AT& T MOBILITY | 66.81 |
| Check | 08/08/2016 | 300476 | Accounts Payable | BEAR GRAPHICS | 3,130.00 |
| Check | 08/08/2016 | 300477 | Accounts Payable | BELLER DISTRIBUTING, LLC | 264.30 |
| Check | 08/08/2016 | 300478 | Accounts Payable | BOLTON & MENK INC | 6,280.00 |
| Check | 08/08/2016 | 300479 | Accounts Payable | BONNIE'S BARRICADES | 293.00 |
| Check | 08/08/2016 | 300480 | Accounts Payable | BOUND TREE MEDICAL, LLC | 4,307.37 |
| Check | 08/08/2016 | 300481 | Accounts Payable | BRADSHAW FOWLER PROCTOR & FAIRGRAVE | 17,200.09 |
| Check | 08/08/2016 | 300482 | Accounts Payable | CAPPEL'S ACE HARDWARE | 72.84 |
| Check | 08/08/2016 | 300483 | Accounts Payable | CARPENTER UNIFORM CO | 2,572.38 |
| Check | 08/08/2016 | 300484 | Accounts Payable | CENTERPOINT ENERGY SVCS RETAIL | 2,512.81 |
| Check | 08/08/2016 | 300485 | Accounts Payable | CENTURYLINK | 5,343.85 |
| Check | 08/08/2016 | 300486 | Accounts Payable | CLIENTFIRST CONSULTING GROUP | 350.00 |
| Check | 08/08/2016 | 300487 | Accounts Payable | COMISKY GLASS & GLAZING | 193.00 |
| Check | 08/08/2016 | 300488 | Accounts Payable | COMMERCIAL APPRAISERS OF IA | 3,000.00 |
| Check | 08/08/2016 | 300489 | Accounts Payable | CONCRETE COMPANY/ITHE | 60,867.57 |
| Check | 08/08/2016 | 300490 | Accounts Payable | CONCRETE TECHNOLOGIES | 59,114.62 |
| Check | 08/08/2016 | 300491 | Accounts Payable | CONTRACT SPECIALTY LC | 496.00 |
| Check | 08/08/2016 | 300492 | Accounts Payable | CONVERGENT TECHNOLOGIES LLC | 11,811.53 |

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/08/2016

| Type | Date | Number Source | Payee Name | Transaction Amount |
|-------|------------|---------------|-------------------------------------|--------------------|
| Check | 08/08/2016 | 300493 | CORELL CONTRACTOR INC | 72,210.82 |
| Check | 08/08/2016 | 300494 | CORY, TARRY | 100.00 |
| Check | 08/08/2016 | 300495 | CTI READY MIX LLC | 255.75 |
| Check | 08/08/2016 | 300496 | DE LAGE LANDEN | 4,762.60 |
| Check | 08/08/2016 | 300497 | DOUGLAS, JONATHAN | 728.00 |
| Check | 08/08/2016 | 300498 | DOWLING, CONNIE | 555.00 |
| Check | 08/08/2016 | 300499 | EARL MAY SEED AND NURSERY | 249.75 |
| Check | 08/08/2016 | 300500 | EDGAR, DAVID | 455.20 |
| Check | 08/08/2016 | 300501 | ELDER CORPORATION | 100,277.25 |
| Check | 08/08/2016 | 300502 | EMBARKIT INC | 551.00 |
| Check | 08/08/2016 | 300503 | EMS TECHNOLOGY SOLUTIONS | 459.00 |
| Check | 08/08/2016 | 300504 | EMSLRC | 82.00 |
| Check | 08/08/2016 | 300505 | ETC INSTITUTE | 5,550.00 |
| Check | 08/08/2016 | 300506 | FARLEY, CASEY | 75.00 |
| Check | 08/08/2016 | 300507 | FEH ASSOCIATES INC | 500.00 |
| Check | 08/08/2016 | 300508 | FERGUSON ENTERPRISES INC 226 | 364.65 |
| Check | 08/08/2016 | 300509 | FIREHOUSE MAGAZINE | 150.00 |
| Check | 08/08/2016 | 300510 | GETZ FIRE EQUIPMENT | 99.75 |
| Check | 08/08/2016 | 300511 | GRAINGER INC | 111.15 |
| Check | 08/08/2016 | 300512 | GRAYBAR ELECTRIC CO INC | 193.85 |
| Check | 08/08/2016 | 300513 | GRIMES ASPHALT & PAVING | 314.50 |
| Check | 08/08/2016 | 300514 | HAHN, JENNIFER | 4,957.00 |
| Check | 08/08/2016 | 300515 | HARRISON TRUCK CENTERS | 711.46 |
| Check | 08/08/2016 | 300516 | HARTLAND FUEL PRODUCTS LLC | 17,266.48 |
| Check | 08/08/2016 | 300517 | HARTPENCE, LAWRENCE | 42.93 |
| Check | 08/08/2016 | 300518 | HAWKEYE PAVING CORPORATION | 41,457.05 |
| Check | 08/08/2016 | 300519 | HENRIKSEN CONTRACTING, LLC | 41,189.15 |
| Check | 08/08/2016 | 300520 | HISTORIC VALLEY JUNCTION FOUNDATION | 12,100.00 |
| Check | 08/08/2016 | 300521 | HY VEE INC | 2,616.44 |
| Check | 08/08/2016 | 300522 | ICMA MEMBERSHIP RENEWALS | 1,681.60 |
| Check | 08/08/2016 | 300523 | IDENT-KIT SOLUTIONS | 450.00 |
| Check | 08/08/2016 | 300524 | INGAMELLS COMMERCIAL FLOORING | 11,129.96 |
| Check | 08/08/2016 | 300525 | IOWA DEPARTMENT OF TRANSPORTATION | 1,006.00 |
| Check | 08/08/2016 | 300526 | IOWA LAW ENFORCEMENT ACADEMY | 825.00 |

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/08/2016

| Type | Date | Number | Source | Payee Name | Transaction Amount |
|-------|------------|--------|------------------|--------------------------------|--------------------|
| Check | 08/08/2016 | 300527 | Accounts Payable | IOWA STATE RESERVE ASSOCIATION | 81.00 |
| Check | 08/08/2016 | 300528 | Accounts Payable | IOWA STATE UNIVERSITY | 3,979.06 |
| Check | 08/08/2016 | 300529 | Accounts Payable | IOWA WORKFORCE DEVELOPMENT | 342.88 |
| Check | 08/08/2016 | 300530 | Accounts Payable | JACK DELEON CONSTRUCTION INC. | 2,514.72 |
| Check | 08/08/2016 | 300531 | Accounts Payable | JACOBSEN AUTO BODY | 300.00 |
| Check | 08/08/2016 | 300532 | Accounts Payable | JCG LAND SERVICES INC | 2,110.93 |
| Check | 08/08/2016 | 300533 | Accounts Payable | JG'S OLD FURNITURE SYSTEMS | 147.00 |
| Check | 08/08/2016 | 300534 | Accounts Payable | JIM'S JOHNS | 2,658.00 |
| Check | 08/08/2016 | 300535 | Accounts Payable | JOHNSON , AMBER MARIE | 20.00 |
| Check | 08/08/2016 | 300536 | Accounts Payable | KALDENBERG'S PBS LANDSCAPING | 112.50 |
| Check | 08/08/2016 | 300537 | Accounts Payable | KLOCKE'S EMERGENCY VEHICLES | 245.06 |
| Check | 08/08/2016 | 300538 | Accounts Payable | LASER RESOURCES | 3,758.26 |
| Check | 08/08/2016 | 300539 | Accounts Payable | LETZRING , JAMIE | 77.22 |
| Check | 08/08/2016 | 300540 | Accounts Payable | LEU , CRAIG | 2,079.00 |
| Check | 08/08/2016 | 300541 | Accounts Payable | LOWE'S HOME CENTER, INC. | 925.21 |
| Check | 08/08/2016 | 300542 | Accounts Payable | LT LEON ASSOCIATES, INC | 11,892.50 |
| Check | 08/08/2016 | 300543 | Accounts Payable | MACDONALD LETTER SERVICE | 448.25 |
| Check | 08/08/2016 | 300544 | Accounts Payable | MEDIACOM | 11.47 |
| Check | 08/08/2016 | 300545 | Accounts Payable | MIDAMERICAN ENERGY | 102,196.69 |
| Check | 08/08/2016 | 300546 | Accounts Payable | MIDAMERICAN- DM-WDM TL | 54.00 |
| Check | 08/08/2016 | 300547 | Accounts Payable | MIDAMERICAN-CLIVE-WDM TL | 522.87 |
| Check | 08/08/2016 | 300548 | Accounts Payable | MIDAMERICAN-WDM-WAUKEE TL | 99.16 |
| Check | 08/08/2016 | 300549 | Accounts Payable | MIDWEST BREATHING AIR L.L.C. | 1,249.07 |
| Check | 08/08/2016 | 300550 | Accounts Payable | MIDWEST VETERINARY SUPPLY | 143.16 |
| Check | 08/08/2016 | 300551 | Accounts Payable | MISSION COMMUNICATIONS LLC | 222.00 |
| Check | 08/08/2016 | 300552 | Accounts Payable | NATIONAL ASSOCIATION OF | 120.00 |
| Check | 08/08/2016 | 300553 | Accounts Payable | NINTH BRAIN SUITE LLC | 866.00 |
| Check | 08/08/2016 | 300554 | Accounts Payable | NORWALK READY-MIXED CONCRETE | 1,740.00 |
| Check | 08/08/2016 | 300555 | Accounts Payable | NWOGU , CHINYERE | 168.94 |
| Check | 08/08/2016 | 300556 | Accounts Payable | OFFICE DEPOT BUSINESS ACCOUNT | 19.99 |
| Check | 08/08/2016 | 300557 | Accounts Payable | OWENS & MINOR | 979.10 |
| Check | 08/08/2016 | 300558 | Accounts Payable | PARKER , MONICA-LEE | 425.00 |
| Check | 08/08/2016 | 300559 | Accounts Payable | PHILLIPS 66 CO | 149.15 |
| Check | 08/08/2016 | 300560 | Accounts Payable | PROVANTAGE LLC | 1,500.50 |
| Check | 08/08/2016 | 300561 | Accounts Payable | Q3 CONTRACTING INC | 19,347.20 |

City of West Des Moines
City Council Report
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 Batch Date: 08/08/2016

| Type | Date | Number | Source | Payee Name | Transaction Amount |
|-------|------------|--------|------------------|--------------------------------|--------------------|
| Check | 08/08/2016 | 300562 | Accounts Payable | QUINN , LAUREN | 560.00 |
| Check | 08/08/2016 | 300563 | Accounts Payable | RESPONSE TECHNOLOGIES | 126.50 |
| Check | 08/08/2016 | 300564 | Accounts Payable | ROTO-ROOTER CORP | 347.00 |
| Check | 08/08/2016 | 300565 | Accounts Payable | SCHILDBERG CONSTRUCTION CO | 6,214.54 |
| Check | 08/08/2016 | 300566 | Accounts Payable | SCHOTT , ADAM | 75.00 |
| Check | 08/08/2016 | 300567 | Accounts Payable | SCOTT VAN KEPPEL LLC | 346.45 |
| Check | 08/08/2016 | 300568 | Accounts Payable | SECURITY EQUIPMENT INC | 939.00 |
| Check | 08/08/2016 | 300569 | Accounts Payable | SIMPLEX GRINNELL | 510.92 |
| Check | 08/08/2016 | 300570 | Accounts Payable | SPECIALTY GRAPHICS INC | 505.00 |
| Check | 08/08/2016 | 300571 | Accounts Payable | T&T SPRINKLER SERVICE, INC | 188.47 |
| Check | 08/08/2016 | 300572 | Accounts Payable | TAXPAYERS ASSN OF CENTRAL IOWA | 1,900.00 |
| Check | 08/08/2016 | 300573 | Accounts Payable | THE UNDERGROUND COMPANY | 15,811.80 |
| Check | 08/08/2016 | 300574 | Accounts Payable | TOPPIN , NORM | 425.00 |
| Check | 08/08/2016 | 300575 | Accounts Payable | TRAVELERS CASUALTY & SURETY CO | 1,974.12 |
| Check | 08/08/2016 | 300576 | Accounts Payable | TRUE VALUE & V&S VARIETY STORE | 71.12 |
| Check | 08/08/2016 | 300577 | Accounts Payable | U-SELECT-IT CORPORATION | 300.00 |
| Check | 08/08/2016 | 300578 | Accounts Payable | ULTIMATE AUTO WASH | 22.00 |
| Check | 08/08/2016 | 300579 | Accounts Payable | UNION PACIFIC RAILROAD CO | 807.47 |
| Check | 08/08/2016 | 300580 | Accounts Payable | UNITYPOINT HEALTH | 75.00 |
| Check | 08/08/2016 | 300581 | Accounts Payable | VAN-WALL EQUIPMENT | 794.10 |
| Check | 08/08/2016 | 300582 | Accounts Payable | VANHOUTEN , MEGAN | 62.25 |
| Check | 08/08/2016 | 300583 | Accounts Payable | VEENSTRA & KIMM INC | 42,111.96 |
| Check | 08/08/2016 | 300584 | Accounts Payable | VERIZON WIRELESS | 6,210.01 |
| Check | 08/08/2016 | 300585 | Accounts Payable | VERMEER | 531.00 |
| Check | 08/08/2016 | 300586 | Accounts Payable | VISION SERVICE PLAN | 379.04 |
| Check | 08/08/2016 | 300587 | Accounts Payable | WATCHGUARD VIDEO | 17,266.70 |
| Check | 08/08/2016 | 300588 | Accounts Payable | WEST DES MOINES COMM EDUCATION | 75.00 |
| Check | 08/08/2016 | 300589 | Accounts Payable | WEX BANK | 1,619.08 |
| Check | 08/08/2016 | 300590 | Accounts Payable | WIESE , RON | 35.89 |
| Check | 08/08/2016 | 300591 | Accounts Payable | XEROX LITIGATION SERVICES | 1,000.00 |
| Check | 08/08/2016 | 300592 | Accounts Payable | YOUTH TECH INC | 6,744.00 |
| Check | 08/08/2016 | 300593 | Accounts Payable | JACK DELEON CONSTRUCTION INC. | 11,024.00 |
| Check | 08/08/2016 | 300594 | Accounts Payable | DALLAS COUNTY TREASURER | 255.00 |
| Check | 08/08/2016 | 300595 | Accounts Payable | HURD INDIANOLA LLC | 8,265.00 |
| Check | 08/08/2016 | 300596 | Accounts Payable | LILLY , DARYL A | 32,800.00 |

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/08/2016

| Type | Date | Number | Source | Payee Name | Transaction Amount |
|-------|------------|--------|------------------|---|--------------------|
| Check | 08/08/2016 | 300597 | Accounts Payable | CROWNE PLAZA MINNEAPOLIS WEST | 532.12 |
| Check | 08/08/2016 | 300598 | Accounts Payable | DEXTER , CHELSEA | 531.75 |
| Check | 08/08/2016 | 300599 | Accounts Payable | HOFBAUER , ANDY | 232.60 |
| Check | 08/08/2016 | 300600 | Accounts Payable | J & M DISPLAYS, INC. | 2,500.00 |
| Check | 08/08/2016 | 300601 | Accounts Payable | MCALPIN/MONICA | 5.29 |
| Check | 08/08/2016 | 300602 | Accounts Payable | SECRETARY OF STATE | 30.00 |
| Check | 08/08/2016 | 300603 | Accounts Payable | SHOWTIME ENTERTAINMENT | 75.00 |
| Check | 08/08/2016 | 300604 | Accounts Payable | STANLEY , LARRY | 150.00 |
| Check | 08/08/2016 | 300605 | Accounts Payable | TAYLOR , BILLY | 66.96 |
| Check | 08/08/2016 | 300606 | Accounts Payable | ELDADAH , MUSTAFA | 155.00 |
| Check | 08/08/2016 | 300607 | Accounts Payable | G6 HOSPITALITY LLC | 250.00 |
| Check | 08/08/2016 | 300608 | Accounts Payable | Greensboro Service Center | 988.72 |
| Check | 08/08/2016 | 300609 | Accounts Payable | HARTZLER , APRIL | 12.00 |
| Check | 08/08/2016 | 300610 | Accounts Payable | IVUSIC , MEGAN | 100.00 |
| Check | 08/08/2016 | 300611 | Accounts Payable | KUHL , OLIVIA | 12.00 |
| Check | 08/08/2016 | 300612 | Accounts Payable | Lopez, Deamnda D | 50.00 |
| Check | 08/08/2016 | 300613 | Accounts Payable | MILLER , KELLY | 22.49 |
| Check | 08/08/2016 | 300614 | Accounts Payable | NELSON , REGINA | 24.00 |
| Check | 08/08/2016 | 300615 | Accounts Payable | NELSON , REGINA | 24.00 |
| Check | 08/08/2016 | 300616 | Accounts Payable | United Cooperative Employee Benefit Systems | 615.36 |
| Check | 08/08/2016 | 300617 | Accounts Payable | United Healthcare Attn: Recovery Services | 518.00 |
| Check | 08/08/2016 | 300618 | Accounts Payable | SWINTON , ASHLEE | 1,470.00 |
| EFT | 08/08/2016 | 51 | Accounts Payable | ARNOLD MOTOR SUPPLY,LLP | 254.31 |
| EFT | 08/08/2016 | 52 | Accounts Payable | BANK OF AMERICA | 2,000.00 |
| EFT | 08/08/2016 | 53 | Accounts Payable | BAUER BUILT | 210.24 |
| EFT | 08/08/2016 | 54 | Accounts Payable | BENJAMIN , SUZANNE | 1,601.25 |
| EFT | 08/08/2016 | 55 | Accounts Payable | ENTENMANN ROVIN CO | 125.25 |
| EFT | 08/08/2016 | 56 | Accounts Payable | FINESTEAD ENTERPRISES LLC | 1,265.00 |
| EFT | 08/08/2016 | 57 | Accounts Payable | HENNING/CLAUDIA | 10,731.50 |
| EFT | 08/08/2016 | 58 | Accounts Payable | IOWA DEPARTMENT OF PUBLIC SAFETY | 2,454.00 |
| EFT | 08/08/2016 | 59 | Accounts Payable | IOWA PARK & RECREATION ASSOC | 255.00 |
| EFT | 08/08/2016 | 60 | Accounts Payable | KELTEK INC | 2,169.57 |
| EFT | 08/08/2016 | 61 | Accounts Payable | MCANINCH CORP & AFFILIATES | 196,552.39 |
| EFT | 08/08/2016 | 62 | Accounts Payable | MIDWEST WHEEL | 309.25 |

City of West Des Moines
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/08/2016

| Type | Date | Number Source | Payee Name | Transaction Amount |
|---|------------|---------------------|--------------------------|--------------------|
| EFT | 08/08/2016 | 63 Accounts Payable | NAPA | 74.15 |
| EFT | 08/08/2016 | 64 Accounts Payable | SHIELDS, CHARLES | 50.00 |
| EFT | 08/08/2016 | 65 Accounts Payable | SILVERREST | 1,670.00 |
| EFT | 08/08/2016 | 66 Accounts Payable | TRITECH SOFTWARE SYSTEMS | 287,459.46 |
| EFT | 08/08/2016 | 67 Accounts Payable | WITTTGRAF/JASON | 54.95 |
| EFT | 08/08/2016 | 68 Accounts Payable | YEAGER, LEMAR | 3,829.00 |
| WB VENDOR DISB WB Vendor Disbursement Totals: | | | | \$1,462,705.62 |

Transactions: 176

Checks: 158 \$951,640.30
 EFTs: 18 \$511,065.32

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 08/08/2016

| Type | Date | Number | Source | Payee Name | Transaction Amount |
|---|------------|--------|------------------|--------------------------------|--------------------|
| Bank Account: WB CONTROLPAY - WB ControlPay | | | | | |
| EFT | 08/08/2016 | 127 | Accounts Payable | ARAMARK UNIFORM SERVICES | 11.55 |
| EFT | 08/08/2016 | 128 | Accounts Payable | CAPITAL SANITARY SUPPLY CO INC | 580.49 |
| EFT | 08/08/2016 | 129 | Accounts Payable | G&L CLOTHING | 845.21 |
| EFT | 08/08/2016 | 130 | Accounts Payable | SHOTTENKIRK CHEVROLET | 38.50 |
| EFT | 08/08/2016 | 131 | Accounts Payable | STIVERS FORD | 1,074.28 |
| EFT | 08/08/2016 | 132 | Accounts Payable | TOTAL TOOL | 312.24 |
| WB CONTROLPAY WB ControlPay Totals: | | | | | <u>\$2,862.27</u> |

EFTs: 6 \$2,862.27

Transactions: 6

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 08/08/2016

| Type | Date | Number | Source | Payee Name | Transaction Amount |
|--|------------|--------|------------------|--------------------------------|--------------------|
| Bank Account: WB CONTROLPAY - WB ControlPay | | | | | |
| Check | 08/08/2016 | 3 | Accounts Payable | TREAT AMERICA FOOD SERVICES | 7.87 |
| EFT | 08/08/2016 | 133 | Accounts Payable | ABC ELECTRICAL CONTRACTORS | 1,087.84 |
| EFT | 08/08/2016 | 134 | Accounts Payable | ACCO UNLIMITED CORP | 11,645.14 |
| EFT | 08/08/2016 | 135 | Accounts Payable | ALLIED 100 LLC | 102.48 |
| EFT | 08/08/2016 | 136 | Accounts Payable | ARAMARK UNIFORM SERVICES | 8.00 |
| EFT | 08/08/2016 | 137 | Accounts Payable | CAPITAL SANITARY SUPPLY CO INC | 1,160.35 |
| EFT | 08/08/2016 | 138 | Accounts Payable | CITY SUPPLY CORP | 53.86 |
| EFT | 08/08/2016 | 139 | Accounts Payable | COMPETITIVE EDGE | 143.70 |
| EFT | 08/08/2016 | 140 | Accounts Payable | DES MOINES REGISTER/THE | 350.35 |
| EFT | 08/08/2016 | 141 | Accounts Payable | DIAMOND VOGEL PAINT | 43.50 |
| EFT | 08/08/2016 | 142 | Accounts Payable | ELECTRONIC ENGINEERING | 184.30 |
| EFT | 08/08/2016 | 143 | Accounts Payable | EMPLOYEE & FAMILY RESOURCES | 336.61 |
| EFT | 08/08/2016 | 144 | Accounts Payable | FAST SIGNS INC | 61.70 |
| EFT | 08/08/2016 | 145 | Accounts Payable | FELD FIRE | 71.22 |
| EFT | 08/08/2016 | 146 | Accounts Payable | G&L CLOTHING | 617.05 |
| EFT | 08/08/2016 | 147 | Accounts Payable | GALLS LLC | 486.70 |
| EFT | 08/08/2016 | 148 | Accounts Payable | HD SUPPLY WATERWORKS | 147.84 |
| EFT | 08/08/2016 | 149 | Accounts Payable | HOWARD R. GREEN CO. | 24,705.00 |
| EFT | 08/08/2016 | 150 | Accounts Payable | IMAGETEK INC | 187.50 |
| EFT | 08/08/2016 | 151 | Accounts Payable | INTERSTATE ALL BATTERY CENTER | 76.95 |
| EFT | 08/08/2016 | 152 | Accounts Payable | IOWA FIRE EQUIPMENT | 818.80 |
| EFT | 08/08/2016 | 153 | Accounts Payable | KONE INC | 290.70 |
| EFT | 08/08/2016 | 154 | Accounts Payable | MENARDS | 167.26 |
| EFT | 08/08/2016 | 155 | Accounts Payable | METRO WASTE AUTHORITY | 119,843.35 |
| EFT | 08/08/2016 | 156 | Accounts Payable | MIDWEST AUTO FIRE SPRINKLER CO | 189.00 |
| EFT | 08/08/2016 | 157 | Accounts Payable | MOTOROLA | 5,927.20 |
| EFT | 08/08/2016 | 158 | Accounts Payable | NATIONAL PEN COMPANY | 1,149.90 |
| EFT | 08/08/2016 | 159 | Accounts Payable | PAY-LESS OFFICE PRODUCTS INC | 195.89 |
| EFT | 08/08/2016 | 160 | Accounts Payable | PHYSIO-CONTROL INC | 734.40 |
| EFT | 08/08/2016 | 161 | Accounts Payable | PRAXAIR | 1,990.89 |
| EFT | 08/08/2016 | 162 | Accounts Payable | SNYDER & ASSOCIATES | 84,727.44 |
| EFT | 08/08/2016 | 163 | Accounts Payable | SPRAYER SPECIALTIES INC | 517.96 |
| EFT | 08/08/2016 | 164 | Accounts Payable | STIVERS FORD (CONTROL PAY) | 320.07 |
| EFT | 08/08/2016 | 165 | Accounts Payable | STRAUSS SAFE AND LOCK CO | 1,135.68 |

City of West Des Moines
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 08/08/2016

| Type | Date | Number | Source | Payee Name | Transaction Amount |
|-------------------------------------|------------|--------|------------------|------------------------------|---------------------|
| EFT | 08/08/2016 | 166 | Accounts Payable | TEAM SERVICES | 8,006.01 |
| EFT | 08/08/2016 | 167 | Accounts Payable | THOMSON REUTERS-WEST PAYMENT | 215.93 |
| EFT | 08/08/2016 | 168 | Accounts Payable | VAISALA INC | 990.00 |
| EFT | 08/08/2016 | 169 | Accounts Payable | WRIGHT OUTDOOR SOLUTIONS | 291.00 |
| EFT | 08/08/2016 | 170 | Accounts Payable | ZOLL MEDICAL | 466.58 |
| WB CONTROLPAY WB ControlPay Totals: | | | | | <u>\$289,456.02</u> |

Transactions: 39

Checks: 1 \$7.87
 EFTs: 38 \$289,448.15

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM: Approval of Liquor Licenses

DATE: August 8, 2016

FINANCIAL IMPACT: None

BACKGROUND: In accordance with the Iowa Code Section 123.1 and the West Des Moines City Code Title 3, Business and Licensing, Chapter 2, Beer and Liquor Control, the following licenses have been investigated and reviewed by the WDM Police Department and, when necessary, by Building Inspection and/or Fire Department staff, and are presented to the City Council for approval. Copies of license applications are available, for your review, in the Office of the City Clerk.

1. Casey's Marketing Company, d/b/a Casey's General Store #2150, 2125 Grand Avenue - Class BC Beer Permit with Sunday Sales - Renewal
2. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #2, 1990 Grand Avenue (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
3. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #3, 1725 Jordan Creek Parkway (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
4. Jethro's Bacon Bacon, Inc., d/b/a Jethro's BBQ n'Bacon Bacon, 1480 22nd Street - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
5. The Noodle Shop, Co. - Delaware, Inc., d/b/a Noodles & Company, 6630 Mills Civic Parkway, Suite 6110 - Class BW Permit with Sunday Sales and Outdoor Service - Renewal
6. Sakura Sushi, Inc., d/b/a Sakura Sushi, 1960 Grand Avenue, Suite 11 - Class LC Liquor License with Sunday Sales - Renewal
7. Cinderella Story, LLC, d/b/a Shotgun Betty's - Class LC Liquor License with Sunday Sales and Outdoor Service - New
8. Taste of the Junction, Inc., d/b/a Taste of the Junction - Five-Day Class B Beer Permit with Outdoor Service for Street Party Event in the 400 Block of Railroad Place, September 3, 2016

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion to approve the issuance of liquor licenses in the City of West Des Moines.

Lead Staff Member: Ryan T. Jacobson, City Clerk *RTJ*

STAFF REVIEWS

| | |
|------------------------|------------------------------|
| Department Director | Ryan T. Jacobson, City Clerk |
| Appropriations/Finance | |
| Legal | |
| Agenda Acceptance | <i>RTJ</i> |

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 8, 2016

ITEM: Motion – Approval of Orders for violations of alcohol laws

FINANCIAL IMPACT: \$1,500.00 (positive impact to City)

BACKGROUND:

Pursuant to state law, a municipality is entitled to assess a \$500.00 fine for a first violation against alcohol permittees who have been found in violation of providing alcoholic beverages to persons under 21 years of age at their respective places of business. Failure to pay the civil penalty as ordered shall result in automatic suspension of the license or permit for a period of 14 days.

On or about the date referenced on attached Exhibit “A”, employees of the permittees, also referenced on Exhibit “A”, were cited for providing alcoholic beverages to persons under 21 years of age. The City of West Des Moines Legal Department sent notice of the violation to the permittees. Since that time, said permittees acknowledged respective orders and returned payment of fines for each of its alcohol violations.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

It is recommended that the City Council approve the Orders and accept payment of fines regarding the alcohol violations of the permittees as referenced on the attached Exhibit “A”.

Lead Staff Member: Jason B. Wittgraf, Assistant City Attorney *JBW*

STAFF REVIEWS

| | |
|------------------------|---------------------------------------|
| Department Director | Richard J. Scieszinski, City Attorney |
| Appropriations/Finance | <i>JS</i> |
| Legal | |
| Agenda Acceptance | <i>RTG</i> |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | |
|----------------|--|
| Committee | |
| Date Reviewed | |
| Recommendation | |

EXHIBIT "A"

| <u>Licensee</u> | <u>D/B/A</u> | <u>Date of Violation</u> | <u>#Violation</u> |
|---------------------------|---|---------------------------------|--------------------------|
| Casey's Marketing Company | Casey's General Store #2297 108 8th Street | February 19, 2016 | 1st (minors) |
| Hy-Vee, Inc. | Hy-Vee Market Café #2 1990 Grand Avenue | February 19, 2016 | 1st (minors) |
| V Lounge, LLC | Minibar 3535 Westown Parkway | November 13, 2015 | 1st (minors) |

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM: Approval of Extended Sound Permit
Taste of the Junction - September 3, 2016

DATE: August 8, 2016

FINANCIAL IMPACT: None

BACKGROUND:

On June 28, 2010, the City Council approved several amendments to the Noise Control Ordinance including the provision that City Council approval is required for any sound permit issued for an event going past 10:00 P.M.

Taste of the Junction has submitted a sound permit application for their festival event, which will include live music played over speakers from the Railroad Park Pavilion between 1:00 p.m. and 11:00 p.m. on Saturday, September 3rd.

This sound permit request was forwarded to the West Des Moines Police Department for their review and they have no objections to this request. As this request is being proposed to run until 11:00 p.m., City staff is forwarding this to the City Council for review and approval. This is the fourth year of the Taste of the Junction festival, but the first year in which the sound is requested to go past 10:00 p.m. The sound for the previous years' events stopped at 10:00 p.m.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Extended Sound Permit Request made by Taste of the Junction

Lead Staff Member: Ryan T. Jacobson, City Clerk *RTJ*

STAFF REVIEWS

| | |
|------------------------|------------------------------------|
| Department Director | Ryan T. Jacobson, City Clerk |
| Appropriations/Finance | Tim Stiles, Finance Director |
| Legal | Richard Scieszinski, City Attorney |
| Agenda Acceptance | <i>RTJ</i> |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | |
|---------------|--|
| Committee | |
| Date Reviewed | |

SOUND PERMIT FEES

- ❖ 1-48 hrs event = \$22.00
- ❖ 2-7 days event = \$44.00
- ❖ Multiple events in one calendar year = \$82.50

The City Council
MUST approve any
sound permit request
that extends past ten
o'clock (10:00) P.M.

Permit applications received less
 than two (2) weeks before the event
MAY NOT be processed by the City
 in time for the event.

CITY OF WEST DES MOINES

SOUND PERMIT

For the Amplification of a Live Performance

*Denotes required field

Date 3-18-2016 Fee Received: \$22 OK Permit No. _____

*Applicant's Name: Rachelle Long dba Taste of the Junction Phone No. 515-650-9352

*Applicant's Complete Address (include city/state/zip): 106 711th St West Des Moines, IA 50345

*Applicant's E-mail Address: tasteofjunction@gmail.com

Have you, the applicant, ever been cited for a violation of the West Des Moines Noise Ordinance? Y/N

If yes, explain: _____

*Property owner name: City of West Des Moines

*Property owner address: 4200 Mills Civic Plany.

I, the undersigned, hereby acknowledge and certify that I am the record fee title holder of the property for which this sound permit is requested, and I hereby consent to this application for a sound permit, for the amplification of a live performance, as described on this application.

*Signature Ryan T. Jordan Date _____

Address of proposed activity: Railroad Park Pavillion
 (If in a City park, include name of park)

Describe proposed activity, including time(s), date(s), and number of people attending:
street festival featuring live music &
performances, est attendance 400
Sat Sept 3 from 1pm - 11pm
set up 10am tear down by midnight

How will the parking for this event be handled? off street parking & parking lot in rear of 5th street business!

Please refer to Page 2, Paragraph J of this application form regarding wattage requirements for the proposed sound equipment as a sound permit may not be deemed necessary.

*Attach an 8 1/2" x 11 1/2" sketch plan of the proposed layout of the sound amplification equipment, including the orientation to and approximate distances from the adjoining properties.

Have the adjoining property owners/residents been notified of the event for which this permit is requested? Y/N
 If so, please list addresses notified (attach additional sheets if necessary): _____

Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners. _____

Provide any additional information that pertains to this application for a Sound Permit.

APPLICANT'S CERTIFICATION - I hereby certify under penalty of perjury that the statements furnished including the drawing, present all information required for this application, and that the facts, statements and information presented are true and correct, and based upon my personal knowledge. I hereby acknowledge my obligation to comply with the West Des Moines Municipal Code as it pertains to this activity and to obtain any and all necessary City, County, State and Federal permits, approvals and/or clearances, if applicable. Further, I hereby certify that I have read, understand and have received a copy of the conditions for the operation of the Sound Permit, and hereby agree to comply with such conditions. I also understand that should I fail to comply with the agreed upon conditions, my permit may be immediately revoked and that all other applicable penalties, including criminal prosecution may be pursued.

Rachelle J. Long
*Applicant's Signature

3/22/2016
Date

FOR STAFF USE ONLY

APPROVAL OF SOUND PERMIT

Approved by: _____

Date: _____

City Council Approval Date: _____

This sound permit is approved subject to the following exhibits and conditions.

Exhibits:

Conditions:

Expiration Date: _____

DENIAL OF SOUND PERMIT

Denied by: _____

Date: _____

This sound permit is denied based upon the following findings.

Findings:

Copies of this permit have been distributed to the following departments:

- Development Services Department
- City Clerk's Office
- Police Department
- Parks and Recreation Department

5th Street

KyBO's

Railroad Park Pavilion
STAGE

KyBO's

Kid Zone
Inflatables

Beer Tent

Vendors*

* 10-12 vendors
MIX of Food & Craft

Beer Truck Alley

Vendors*

Karl Road Ave

2016 IMFA

←

4th Street

→

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Block Party Lane Closure
3000 Block of Giles Street

DATE: August 8, 2016

FINANCIAL IMPACT: None

BACKGROUND:

Ordinance 2013 was adopted by the City Council on November 25, 2013, establishing that street or lane closures for special events on arterial or collector streets shall require approval of the City Council.

The residents of the 3000 block of Giles Street have submitted a block party application requesting the temporary closure of their segment of the street from 4:45 p.m. to 10:30 p.m. on Saturday, August 27, 2016. The application meets the requirement for signatures, as the petition was signed by 100 percent of the affected residents.

This requires Council approval because Giles Street is classified as a minor collector street.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Lane Closure as Requested for a Block Party

Lead Staff Member: Ryan T. Jacobson, City Clerk *RTJ*

STAFF REVIEWS

| | |
|------------------------|------------------------------------|
| Department Director | Ryan T. Jacobson, City Clerk |
| Appropriations/Finance | Tim Stiles, Finance Director |
| Legal | Richard Scieszinski, City Attorney |
| Agenda Acceptance | <i>RTJ</i> |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | |
|---------------|--|
| Committee | |
| Date Reviewed | |



3008 Giles Street, West Des Moines, IA



Sign In



**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM: Purchase of Locution station alerting system
for all Fire/EMS facilities

DATE: August 8, 2016

FINANCIAL IMPACT: \$422,510.00 from multiple funds. Adequate funds are available for this purchase. The payments for the locution system will be come out of the General Fund (100) and each station's cost will be charged to that station's building maintenance account. Funds are being allocated to each station through Budget Amendment #2 (8/8/16)

- a. Station #21 = 100.150.141.5220.310
- b. Station #17 = 100.150.142.5220.310
- c. Station #18 = 100.150.143.5220.310
- d. Station #19 = 100.150.144.5220.310
- e. Station #22 = 100.150.170.5220.310

Fire Department discretionary dollars that were unspent in FY 15-16 are being carried over to FY 16-17 to partially fund the project. The balance will come from two sources: (1) City of Clive will be reimbursing the City of West Des Moines for their share of the Westside Station costs, and (2) WestCom CAD project will is scheduled to be under budget.

BACKGROUND: The Locution Fire Station alerting project has went through many iterations and planning cycles that date back to 2012. Station specific alerting has proven to reduce stress for first responders and decrease response times.

This Locution system is compatible with the current WestCom/Locution Central Radio System that is being utilized by other and WestCom customers.

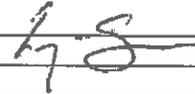
The quote(s) received from Locution includes a professional installation from the manufacturer's recommended electrical contractor that serves this area. Quote also includes remote oversight by the manufacturer.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approve the purchase and installation of Locution station alerting system for all five FIRE/EMS facilities.

Lead Staff Member: Craig Leu, Fire Chief

STAFF REVIEWS

| | | |
|------------------------|---|--|
| Department Director | Craig Leu, Fire Chief |  |
| Appropriations/Finance |  | |
| Legal | | |
| Agenda Acceptance |  | |

PUBLICATION(S) (if applicable)

| | |
|--------------------|-----|
| Published In | N/A |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|----------------------------|----|-------|
| Committee | Finance and Administration | | |
| Date Reviewed | 7/13/16 | | |
| Recommendation | Yes | No | Split |

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 8, 2016

ITEM: Motion - Approval of request for increase in billing fees for outside legal services and authorization to issue Request for Proposals for Legal Services

FINANCIAL IMPACT: Underdetermined

SYNOPSIS: In March, 2011 the City of West Des Moines and Ahlers & Cooney, P.C. negotiated an agreement for the provision of outside legal services. The legal services include matters involving bonding and finance, complex litigation and general legal consultation. Under the agreement, billing rates for specific attorneys were established and could not be increased without City Council approval. The attached correspondence of July 25, 2016 from Ahlers requests an increase in attorney billing rates, effective July 1, 2016. If approved, the new rates will remain in effect until the agreement is renegotiated or terminated. Either party may terminate the agreement at any time.

Because the current attorney billing rates have been the same for five years, it is recommended that the increase requested by Ahlers be approved. In addition, because the last Request for Proposals for Legal Services was more than five years ago, it is also recommended that a new Request for Proposals be issued.

RECOMMENDATION: Approve the request of Ahlers & Cooney, P.C. for an increase in billing fees under the Agreement of March 23, 2011 and authorize the issuance of a Request for Proposals for Legal Services.

Lead Staff Member: Richard J. Scieszinski, City Attorney *RJS*

STAFF REVIEWS

| | |
|------------------------|---|
| Department Director | |
| Appropriations/Finance | Tim Stiles, Finance Director |
| Legal | Richard J. Scieszinski, City Attorney |
| Agenda Acceptance | Ryan T. Jacobson, City Clerk <i>RTJ</i> |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | |
|----------------|--|
| Committee | |
| Date Reviewed | |
| Recommendation | |



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
James R. Wainwright
515.246.0319
jwainwright@ahlerslaw.com

July 25, 2016

Via E-mail Only:

Mr. Richard Scieszinski
City Attorney
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265-0320

RE: Legal Services Agreement – City of West Des Moines

Dear Mr. Scieszinski:

As you know, Ahlers & Cooney, P.C. provides various legal services to the City of West Des Moines pursuant to a March 23, 2011 Legal Services Agreement.¹ Based on our recent discussion, with respect to services rendered on or after July 1, 2016, the Firm will bill the City according to the current hourly rate of the lawyer performing the services.² The Firm's rates are reviewed annually (with any adjustments taking effect in January) and any changes are communicated before taking effect. Should you have any questions or concerns about our current rate schedule, please do not hesitate to contact me.

Please indicate the Council's approval and acceptance of this amendment to the Legal Services Agreement by signing, dating, and returning a copy of this letter to me.

We sincerely appreciate the opportunity to represent the City of West Des Moines and we look forward to continuing to represent the City.

Sincerely,

AHLERS & COONEY, P.C.

By

A handwritten signature in black ink that reads 'Jim Wainwright' in a cursive script.

James R. Wainwright

cc: James Hanks
Nathan Overberg

¹ A copy is enclosed. Bond counsel services are covered by a separate engagement agreement approved by Council on July 28, 2014.

² 2016 Rate Schedule is attached.

July 25, 2016
Page 2

Accepted and approved on behalf of the City Council*

By: _____ Dated: _____
Title: Mayor

*Authorized by Resolution No. _____ approved on _____, 2016.

01262044-1\11333-000

| ATTORNEY | 1/1/2016 |
|-------------------------------|----------|
| BEENKEN | 180 |
| BEERMAN | 335 |
| BOEHLERT | 295 |
| BRACKEN | 260 |
| BROWNELL | 200 |
| BUNZ | 335 |
| CLENDENIN | 260 |
| COMISKY | 225 |
| COOPER | 210 |
| CORY | 310 |
| CRAIG | 225 |
| GALLOWAY | 250 |
| GROB | 300 |
| HAINDFIELD | 250 |
| HANKS | 285 |
| HINTZE | 335 |
| LATTA | 200 |
| LUGINBILL | 325 |
| NADEL | 285 |
| NOTH | 360 |
| OVERBERG | 275 |
| PEELER | 300 |
| PELLEGRIN | 190 |
| REIF | 180 |
| SMISEK | 190 |
| STEFANI | 325 |
| TICE | 260 |
| VAN HEUKELEM | 190 |
| VAUGHT | 190 |
| WAINWRIGHT | 275 |
| WASSON | 180 |
| WEBBER | 310 |
| | |
| | |
| | |
| LAW CLERK | 75 |
| LEGAL ASSISTANTS/FINANCE | 115 |
| LEGAL ASSISTANTS/LITIGATION | 125 |
| LEGAL ASSISTANTS/EMPL & LABOR | 125 |
| LEGAL ASSISTANTS/BUSINESS | 115 |
| LEGAL ASSISTANTS/K-12 | 115 |

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM:

DATE: August 8, 2016

Motion – Approving Letters of Support
Coalition Against Bigger Trucks

FINANCIAL IMPACT:

None.

BACKGROUND:

The Coalition Against Bigger Trucks (CABT), a national non-profit organization that advocates at the federal level against allowing heavier and longer trucks on the interstates and local roads across the nation, is asking for letters of support to be sent to members of Congress that encourages them to oppose any weight or length increases for tractor-trailer trucks. Their national coalition includes the National League of Cities, the National Association of County Engineers, the American Public Works Association, and others. Previous studies by the U.S. Department of Transportation recommended no changes to size and weight requirements, noting the impacts that larger vehicles have on infrastructure and safety.

In November 2015, Senator Grassley and Senator Ernst voted against legislation (which was ultimately defeated) that would have mandated longer double tractor-trailers in Iowa and allowed heavier single tractor-trailers. The letters are asking Senator Grassley and Senator Ernst for their continued opposition to any increases in truck size and weight.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Motion approving letters of support for the Coalition Against Bigger Trucks and direct Mayor to sign letters on behalf of the City

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

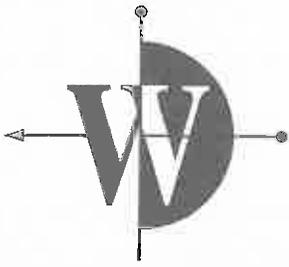
| | |
|------------------------|---|
| Department Director | Duane C. Wittstock, P.E., L.S., City Engineer |
| Appropriations/Finance | Tim Stiles, Finance Director |
| Legal | Richard Scieszinski, City Attorney |
| Agenda Acceptance | |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|----------------|----|-------|
| Committee | Public Works | | |
| Date Reviewed | August 1, 2016 | | |
| Recommendation | Yes | No | Split |



THE CITY OF
West Des Moines®
www.wdm.iowa.gov

Mayor and City Council

4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265-0320

Phone
515-222-3610

FAX
515-222-3638

Website
www.wdm.iowa.gov

'Aaa'
Credit Rating
Moody's

'AAA'
Credit Rating
Standard & Poor's

August 8, 2016

The Honorable Joni Ernst
111 Russell Senate Office Building
Washington, DC 20510

Dear Senator Ernst,

I am writing to ask you to continue to oppose any weight or length increases for tractor-trailer trucks, specifically the proposal to increase truck weights to 91,000 pounds and the longer double, Twin 33, configuration.

A Comprehensive Truck Size and Weight Study completed by the U.S. Department of Transportation (USDOT) in June of 2015 recommended that Congress make no changes to truck size and weight laws and regulations. Their study estimates that longer double-trailer trucks, Twin 33s, could add \$1.2 billion to \$1.8 billion in pavement costs, and 91,000-pound trucks would cost \$1.1 billion in additional bridge costs per year for posting, reinforcement or replacement.

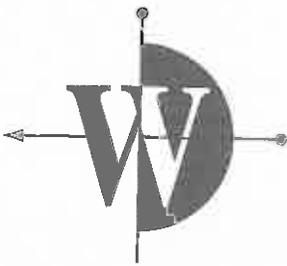
Further, this study did not look at the impact of heavier or longer trucks on local roads or bridges. Since almost no tractor-trailer stops or starts its trip on Interstate highways, they must travel on roads and bridges maintained by states and local municipalities. Local roads account for more than 95 percent of the 4 million public roadways in the U.S. and large trucks travel 50 billion miles a year on local roads. That is one-third of all large-truck vehicle miles traveled. These local roads and bridges are the most vulnerable to heavier and longer trucks and will see an even greater impact. The additional damage caused by bigger trucks would increase the financial burden to municipalities.

Thank you for supporting the bi-partisan motion in November 2015 to strip the proposal in the omnibus appropriations bill to mandate double 33 tractor-trailer trucks.

There is currently a renewed push for Twin 33's (HR 4371) and I ask for your continued opposition to any increases in truck size and weight.

Sincerely,

Steven K. Gaer, Mayor
City of West Des Moines



THE CITY OF
West Des Moines®
www.wdm.iowa.gov

Mayor and City Council

4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265-0320

Phone
515-222-3610

FAX
515-222-3638

Website
www.wdm.iowa.gov

'Aaa'
Credit Rating
Moody's

'AAA'
Credit Rating
Standard & Poor's

August 8, 2016

The Honorable Chuck Grassley
135 Hart Senate Office Building
Washington, DC 20510

Dear Senator Grassley,

I am writing to ask you to continue to oppose any weight or length increases for tractor-trailer trucks, specifically the proposal to increase truck weights to 91,000 pounds and the longer double, Twin 33, configuration.

A Comprehensive Truck Size and Weight Study completed by the U.S. Department of Transportation (USDOT) in June of 2015 recommended that Congress make no changes to truck size and weight laws and regulations. Their study estimates that longer double-trailer trucks, Twin 33s, could add \$1.2 billion to \$1.8 billion in pavement costs, and 91,000-pound trucks would cost \$1.1 billion in additional bridge costs per year for posting, reinforcement or replacement.

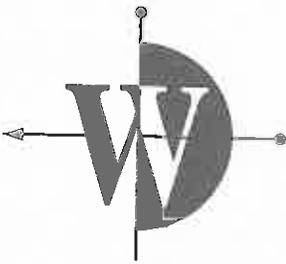
Further, this study did not look at the impact of heavier or longer trucks on local roads or bridges. Since almost no tractor-trailer stops or starts its trip on Interstate highways, they must travel on roads and bridges maintained by states and local municipalities. Local roads account for more than 95 percent of the 4 million public roadways in the U.S. and large trucks travel 50 billion miles a year on local roads. That is one-third of all large-truck vehicle miles traveled. These local roads and bridges are the most vulnerable to heavier and longer trucks and will see an even greater impact. The additional damage caused by bigger trucks would increase the financial burden to municipalities.

Thank you for supporting the bi-partisan motion in November 2015 to strip the proposal in the omnibus appropriations bill to mandate double 33 tractor-trailer trucks.

There is currently a renewed push for Twin 33's (HR 4371) and I ask for your continued opposition to any increases in truck size and weight.

Sincerely,

Steven K. Gaer, Mayor
City of West Des Moines



THE CITY OF
West Des Moines®
www.wdm.iowa.gov

Mayor and City Council

4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265-0320

Phone
515-222-3610

FAX
515-222-3638

Website
www.wdm.iowa.gov

'Aaa'
Credit Rating
Moody's

'AAA'
Credit Rating
Standard & Poor's

August 8, 2016

The Honorable David Young
515 Cannon House Office Building
Washington, DC 20515

Dear Congressman Young,

I am writing to ask you to oppose any weight or length increases for tractor-trailer trucks, specifically the proposal to increase truck weights to 91,000 pounds and the longer double, Twin 33, configuration.

A Comprehensive Truck Size and Weight Study completed by the U.S. Department of Transportation (USDOT) in June of 2015 recommended that Congress make no changes to truck size and weight laws and regulations. Their study estimates that longer double-trailer trucks, Twin 33s, could add \$1.2 billion to \$1.8 billion in pavement costs, and 91,000-pound trucks would cost \$1.1 billion in additional bridge costs per year for posting, reinforcement or replacement.

Further, this study did not look at the impact of heavier or longer trucks on local roads or bridges. Since almost no tractor-trailer stops or starts its trip on Interstate highways, they must travel on roads and bridges maintained by states and local municipalities. Local roads account for more than 95 percent of the 4 million public roadways in the U.S. and large trucks travel 50 billion miles a year on local roads. That is one-third of all large-truck vehicle miles traveled. These local roads and bridges are the most vulnerable to heavier and longer trucks and will see an even greater impact. The additional damage caused by bigger trucks would increase the financial burden to municipalities.

As you know, the amendment to H.R. 22, the transportation reauthorization bill, that attempted to raise truck weight limits from 80,000 to 91,000 pounds, failed to pass.

There is currently a renewed push for Twin 33's (HR 4371) and I ask for your opposition to any increases in truck size and weight.

Sincerely,

Steven K. Gaer, Mayor
City of West Des Moines

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM: 28E Agreement with WDM Community Schools and WDM Human Services

DATE: August 8, 2016

FINANCIAL IMPACT: None

BACKGROUND:

In the recent past, the West Des Moines Community School District has been informed that all donations to the school must serve to benefit all students within the School District. Historically, the School District has sought donations to assist low income students with basic necessities such as food, hygiene products and clothing. Because these donations were not available to all students, it was deemed to be an activity in which the School District should not be engaged. The services provided through West Des Moines Human Services are compatible with the School District's efforts to help provide low income students with basic living needs. Thus, a formalized agreement was initiated to provide for the needs of low income students through a partnership with the West Des Moines Human Services Department.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve the 28E Agreement between the City of West Des Moines and the West Des Moines Community School District.

Lead Staff Member: Althea Holcomb, West Des Moines Human Services Director

STAFF REVIEWS

| | |
|------------------------|---|
| Department Director | <i>AS</i> |
| Appropriations/Finance | |
| Legal | Jason B. Wittgraf, Assistant City Attorney <i>JBW</i> |
| Agenda Acceptance | <i>RTJ</i> |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|-----|----|-------|
| Committee | | | |
| Date Reviewed | | | |
| Recommendation | Yes | No | Split |

RESOLUTION NO. _____

**RESOLUTION APPROVING THE 28E AGREEMENT BETWEEN THE CITY OF WEST
DES MOINES AND THE WEST DES MOINES COMMUNITY SCHOOL DISTRICT**

WHEREAS, the West Des Moines Community School District wishes to assist its low income students with basic necessities;

WHEREAS, the West Des Moines Human Services Department already provides services to assist low income families with basic living needs;

WHEREAS, such services can be effectively provided to the School District's low income students by collaborating with the City's Human Services Department; and

WHEREAS, the City of West Des Moines and the West Des Moines Community School District have negotiated an agreement under Iowa Code Chapter 28E to collaborate in providing these services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
WEST DES MOINES, IOWA,**

1. The 28E Agreement between the City of West Des Moines and the West Des Moines Community School District is hereby approved.
2. Once approved by each of the parties, the West Des Moines City Clerk is directed to electronically file a certified copy of the 28E Agreement with the Secretary of State of Iowa.
3. The Mayor is authorized to sign the 28E Agreement on behalf of the City of West Des Moines.

PASSED AND ADOPTED this _____ day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**28E AGREEMENT BETWEEN
WEST DES MOINES COMMUNITY SCHOOL DISTRICT AND
CITY OF WEST DES MOINES HUMAN SERVICES**

THIS 28E AGREEMENT ("Agreement"), dated as of the ____ day of _____, 2016, is by and between the West Des Moines Community School District ("District") and the City of West Des Moines Human Services ("City").

WHEREAS, the District is a public school corporation organized and existing under the laws of the State of Iowa, and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, the City a public municipal corporation organized and existing under the laws of the State of Iowa, and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, Iowa Code Chapter 28E authorizes public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the District and the City believe that an agreement pursuant to Iowa Code Chapter 28E will be to their mutual advantage and benefit.

THEREFORE, in consideration of the mutual promises contained in this Agreement, the District and the City agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for the terms and conditions upon which the City will make available to the District, and the District will utilize, certain human services programs for the benefit of the District's students and their families. This Agreement is being made in furtherance of the respective obligations of the City and the District to use public funds for public purposes and is intended to maximize efficiency in that regard.

2. **DURATION.** The term of this Agreement will commence upon the date that the Agreement is filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8 following approval and execution by both parties. The Agreement will thereafter remain in effect until it is terminated pursuant to the termination provisions set forth herein.

3. **ADMINISTRATION.** No separate legal or administrative entity or joint board will be established by this Agreement. The Superintendent of the District and the Director of the City Human Services Department will be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.6. No joint budget will be established or maintained for purposes of carrying out the terms of this Agreement.

4. **SHARED SERVICES.**

(a) **Services Made Available by City.** The City will make the human services programs that it provides in the general course of its operations available for use by the District's students and their families. These services may include, but are not limited to food pantry programs, clothing closet programs, emergency rent payment programs, emergency utility payments, and holiday giving programs.

The City will be responsible for providing the human services programs to the District's students and their families who are in need of and desire such services on the same terms and conditions as it otherwise provides such programs. Notwithstanding the foregoing, the City agrees that District students and their families who do not live in the City may still participate in the City's clothing closet program up to two times per month and the City's food pantry program up to one time per month (provided they have not already accessed another DMARC pantry during the month). In addition, to the extent that the City receives and accepts donations which are made specifically for the benefit of the District, the City will be responsible for administering the donations in accordance with their terms.

- (b) Services Presented by District. The District will provide information about the City's human services programs to its students and their families, and may refer students and their families to the City for participation in specific programs. The District may also assist its students and their families with completing applications for participation in the City's human services programs. The final determination as to eligibility for, and participation in, the City's human services programs will be made by the City and the District's students and their families. In addition, to the extent that the District may collect items on behalf of the City in connection with various City donation drives, the District will be responsible for remitting the donations to the City for administration by the City. The City will be considered the owner of all such items collected.
- (c) Pursuant to a separate written agreement between the parties, the District may provide a designated space in one or more of its school facilities for the City to use as a food or clothing pantry. To the extent that the food or clothing in the pantry is available because of City donation drives or other City programs, the City will be considered the owner of the food or clothing and will be responsible for the operation and oversight of the pantry with respect to those items; provided, however, that the District may allow student access to the pantry as agreed upon with the City.
- (d) The District and the City agree to cooperate as needed regarding the sharing of human services programs as well as District programs under this Agreement.

5. FINANCING OF AGREEMENT.

- (a) The City will fund its human services programs in accordance with its general course of operations. The City will provide the human services programs to the District's students and their families without charge to the District; rather, the City will be compensated, if at all, by outside parties (i.e., parents of students, insurance, government funding) according to its standard procedures.
- (b) Upon request by the District, the City agrees to make available an accounting of funds received and expended in connection with this Agreement.

6. INSURANCE.

- (a) Liability Insurance. The District and the City will each carry liability insurance for protection of each, respectively, from any liability arising out of any accident or other occurrence causing any injury and/or damage to any person or property at the Facility or arising from the performance or nonperformance of their obligations under this Agreement, due directly or indirectly to the actions or omissions of the insured. Liability policies will have limits of not less than \$_____ per occurrence and \$_____ annual aggregate.
- (b) Workers' Compensation Insurance. The District and the City will each carry workers' compensation insurance covering their respective employees in the minimum amounts established by law.
- (c) Other Insurance Provisions. All required insurance will be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party will be furnished with a copy of each policy required under this Agreement upon request.

7. INDEMNIFICATION. To the extent permitted by law, each party agrees to indemnify and hold harmless the other party from and against any and all demands, claims, liabilities, damages, losses, and expenses (including reasonable attorney fees) arising out of the indemnifying party's actions or omissions in the performance of this Agreement. This section will survive termination of this Agreement.

9. TERMINATION.

- (a) Termination With or Without Cause. Either party may terminate this Agreement at any time, with or without cause, by giving written notice to the other party, provided that written notice of the termination is given by the terminating party to the non-terminating party at least thirty (30) days prior to the effective date of termination.
- (c) Agreement to Terminate. This Agreement may also be terminated at any time by written agreement of the parties.
- (d) Disposition of Property upon Termination. No real or personal property will be acquired or held for purposes of this Agreement. Upon termination of this Agreement, each party will have sole possession and use of its respective property.

10. COMPLIANCE. Each party agrees that it will comply with all federal, state, and local laws and regulations applicable to its performance under this Agreement.

11. STATUS OF PARTIES. It is expressly understood and agreed by the parties that nothing contained in this Agreement will be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their

relation is and will remain that of independent parties to a cooperative contractual relationship. In no event will either party be liable for the debts or obligations of the other party.

12. NOTICES. All notices or other communications to be given under this Agreement will be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

TO DISTRICT: West Des Moines Community School District
 Attn: Superintendent
 3550 Mills Civic Parkway
 West Des Moines, Iowa 50265

TO CITY: City of West Des Moines
 Attn: Director of Human Services Department
 West Des Moines City Hall
 4200 Mills Civic Parkway
 West Des Moines, Iowa 50265

13. FORUM/LAW. The parties consent to the jurisdiction of the Polk County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement will be governed by Iowa law.

14. SEVERABILITY. If any provision of this Agreement is held illegal or invalid, the illegality or invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained herein.

15. WAIVER. The failure of either of the parties to enforce any right or provision under this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

16. FORCE MAJEURE. Notwithstanding anything contained in this Agreement to the contrary, neither party will be liable to the other for failure to comply with any obligation under this Agreement if such party is prevented from doing so by reason of events beyond the reasonable control of the party.

17. ASSIGNMENT. Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assignees.

18. NO THIRD PARTY BENEFICIARIES. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by any party to create, imply, or establish a third party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party will have any right to enforce any benefit created or established under this Agreement.

19. WAIVER/CONSENT. The parties to this Agreement have agreed to request Ahlers & Cooney, P.C., legal counsel, to act as the scrivener for this Agreement, and each such party has agreed to waive any potential conflict of interest and has consented to Ahlers & Cooney, P.C. acting as the scrivener for all parties, which the governing bodies of the parties, by approving and executing this Agreement, expressly ratify and confirm.

20. ENTIRE AGREEMENT. This Agreement supersedes all previous agreements, amendments, arrangements, and understandings between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

21. AMENDMENTS. This Agreement may be amended by a written instrument approved and executed by the District and the City and filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, this Agreement has been approved by appropriate action and duly executed by the parties on the dates written below.

**WEST DES MOINES COMMUNITY
SCHOOL DISTRICT**

CITY OF WEST DES MOINES

By: _____
_____, Board President

By: _____
_____, Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Board Secretary

By: _____
City Clerk

01225597-1\11332-101\

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 8, 2016

ITEM: Resolution – Order Preparation of Plans and Specifications – Holiday Park Aquatic Center SCS Play structure replacement and pool basin painting

FINANCIAL IMPACT: Expenses of \$12,100 to be paid out of the FY16-17 budget that includes \$306,000 for this project.

BACKGROUND: The Council is asked to approve an agreement with Waters Edge Aquatic Design for design services for construction and bid document services for the Holiday Park Aquatic Center SCS Play structure replacement and pool basin painting. The project involves removal of the current play structure, installation of the new play structure and painting of the entire pool basin.

The scope of services includes:

- Research and present options for replacement of the play structure to meet the City’s goals for desired features and appearance of the structure.
- Compare the water supply and pressures of the new structure with the capacities provided by the existing piping and pump infrastructure.
- Select the appropriate play structure with the city staff.
- Provide the final design for the replacement of the play structure.
- Prepare technical plans and specifications for replacement of the play structure, to be utilized by the City staff to solicit bids for construction. This proposal assumes that City staff will prepare the front end bidding and contracting documents for the project.
- Prepare technical plans and specifications for re-painting the swimming pool basin.
- During bidding, answer questions submitted by prospective bidders.
- Prepare necessary addenda during the bidding phase.
- During construction, review shop drawings for the play structure and pool paint coatings.
- Provide a construction site visit at the completion of preparation to begin painting.
- Provide a construction site visit near substantial completion to review completion of painting and construction of the play structure.
- Prepare a punch list of items to be completed/corrected.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: Greg Hansen, Superintendent of Recreation *AH*

STAFF REVIEWS

| | |
|------------------------|--------------------|
| Department Director | <i>[Signature]</i> |
| Appropriations/Finance | <i>[Signature]</i> |
| Legal | <i>[Signature]</i> |
| Agenda Acceptance | <i>[Signature]</i> |

**Resolution Directing Preparation
of Plans and Specifications, Form of Contract,
and Estimate of Cost**

WHEREAS, the FY 2016-17 City Budget request includes a request for funding for the following described public improvement:

Holiday Park Aquatic Center SCS Play Structure Replacement and Pool Painting
and,

WHEREAS, to complete said project Plans, Specifications, Form of Contract, and Estimate of Cost need to be prepared;

and,

WHEREAS, Parks and Recreation Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Water Edge Aquatic Design of Lenexa, Kansas;

Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Waters Edge Aquatic Design is hereby directed to prepare Plans, Specifications, Form of Contract, and Estimate of Cost for the above named public improvement project.

PASSED AND APPROVED this 8th day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

August 3, 2016

Mr. Mark Brewick
Parks and Recreation Department
West Des Moines, IA
Via email: Mark.Brewick@wdm.iowa.gov

Re: Proposal for Engineering Services – Replacement of Interactive Play Structure and Repainting Pool.

Dear Mark:

Thank you again for reaching out to us and allowing us the opportunity to continue our service to you. This is a letter proposal for your consideration of engineering assistance to replace the existing SCS's play structure at Holiday Park and repaint the swimming pool.

Our proposed scope for our services is as follows.

- Research and present options for replacement of the play structure, to meet the City's goals for desired features and appearance of the structure.
- Compare the water supply and pressures of the new structure with the capacities provided by the existing piping and pump infrastructure.
- Select the appropriate play structure with the city staff
- Provide the final design for the replacement of the play structure.
- Prepare technical plans and specifications for replacement of the play structure, to be utilized by the City staff or purchasing department to solicit bids for construction. This proposal assumes that City staff will prepare the front end bidding and contracting documents for the project.
- Prepare technical plans and specifications for re-painting the swimming pool basin.
- During bidding, answer questions submitted by prospective bidders.
- Prepare necessary addenda during the bidding phase
- During construction, review shop drawings for the play structure and pool paint coatings.
- Provide a construction site visit at the completion of preparation to begin painting.
- Provide a construction site visit near substantial completion- to review completion of painting and construction of the play structure. Prepare a punch list of items to be completed/corrected.

Requested Fees

To complete the services listed above, we request a lump sum fee as follows:

| | |
|---|-----------------|
| • Replacement of the Play Structure- | \$ 9,800 |
| • <u>Re-painting (spec and site visit)-</u> | <u>\$ 2,300</u> |
| Total- | \$12,100 |

Thank you again for the opportunity to continue our service to you. Please contact me if you need additional information or have any questions. We appreciate the chance to help you, let us know if this proposal is acceptable to you.

Sincerely,



Jeff Bartley, P.E.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 8th day of August, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Water's Edge Aquatic Design, PLC, 11205 W. 79th Street, Lenexa, KS 66214, (Fed. I.D. # _____), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Proposal for Engineering Services – Replacement of Interactive Play Structure and Repainting Pool Basin at Holiday Park Aquatic Center

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth below:

| | |
|--|------------------|
| Approval of agreement for consulting services | August 2016 |
| Research, preliminary and final review of plans | September 2016 |
| Bidding, selection, contract approvals and pool painting | October 2016 |
| Installation of new play feature | March-April 2017 |
| Project completion | May 2017 |

Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following NOT-TO-EXCEED sum, including any authorized reimbursable expenses, pursuant to the Billing Rates set forth in Appendix E at the following:

| | |
|-----------------------------------|----------|
| Replacement of the Play Structure | \$ 9,800 |
| Re-painting (Spec and site visit) | \$ 2,300 |
| Total | \$12,100 |

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or

Consultant' representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Water's Edge Aquatic Design, PLC
Attn: Jeff A. Bartley, Principal
Address: 11205 W. 79th Street
City, State: Lenexa, KS 66214

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit

to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF WEST DES MOINES

BY: _____
Jeff A. Bartley, Principal

BY: _____
Ryan Jacobson, City Clerk

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 8, 2016

ITEM:

Resolution - Accepting Work
Alluvion Yellow Fiber Route
Communication Technologies, LLC

FINANCIAL IMPACT:

The total construction cost for the Alluvion Yellow Fiber Route was \$864,686.14 which was paid from budgeted Account No. 500.000.000.5250.490. The original cost of the project was \$818,702.50. There were four (4) Change Orders on the project that totaled \$45,983.64.

BACKGROUND:

Communication Technologies, LLC was working under an agreement dated June 1, 2015, for construction services for the Alluvion Yellow Fiber Route.

This action accepts the public improvements and authorizes staff to pay the retainage no sooner than 30 days.

OUTSTADNING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:
- Resolution Accepting Work

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

| | |
|------------------------|---|
| Department Director | Duane C. Wittstock, P.E., L.S., City Engineer |
| Appropriations/Finance | Tim Stiles, Finance Director |
| Legal | Richard Scieszinski, City Attorney |
| Agenda Acceptance | <i>RTJ</i> |

| PUBLICATION(S) (if applicable) | | SUBCOMMITTEE REVIEW (if applicable) | | | |
|--------------------------------|--|-------------------------------------|----------------|----|-------|
| Published In | | Committee | Public Works | | |
| Dates(s) Published | | Date Reviewed | August 1, 2016 | | |
| | | Recommendation | Yes | No | Split |

Resolution Accepting Work

WHEREAS, on June 1, 2015, the City Council entered into a contract with Communication Technologies, LLC of Des Moines, Iowa, for the following described public improvement:

**Alluvion Yellow Fiber Route
0510-075-2014**

And,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on August 8, 2016.

WHEREAS, the City has retained 5% of the construction costs,

Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$864,686.14 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$43,234.31, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED this 8th day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



ENGINEERING SERVICE
 4200 Mills Civic Parkway
 West Des Moines, IA 50266-0620
 (515) 222-3620 Fax (515) 273-0602

PAY REQUEST

Contractor: **Communications Technologies, LLC**
 5375 NE 14th Street
 Des Moines, IA 50313

| | | |
|-----------------------------|--|----------|
| Project Title | WDM Fiber Inter-Connect Project (Yellow Route) | |
| WDM Project File Number | 0518-075-2014 | |
| Purchase Order Number | 4267-02 | |
| Orig Contract Amount & Date | \$818,702.50 | 06/01/15 |
| Estimated Completion Date | 11/21/15 | |
| Pay Period | 5/27/16 | |
| Pay Request Number | 7 | |
| Date | 05/31/16 | |

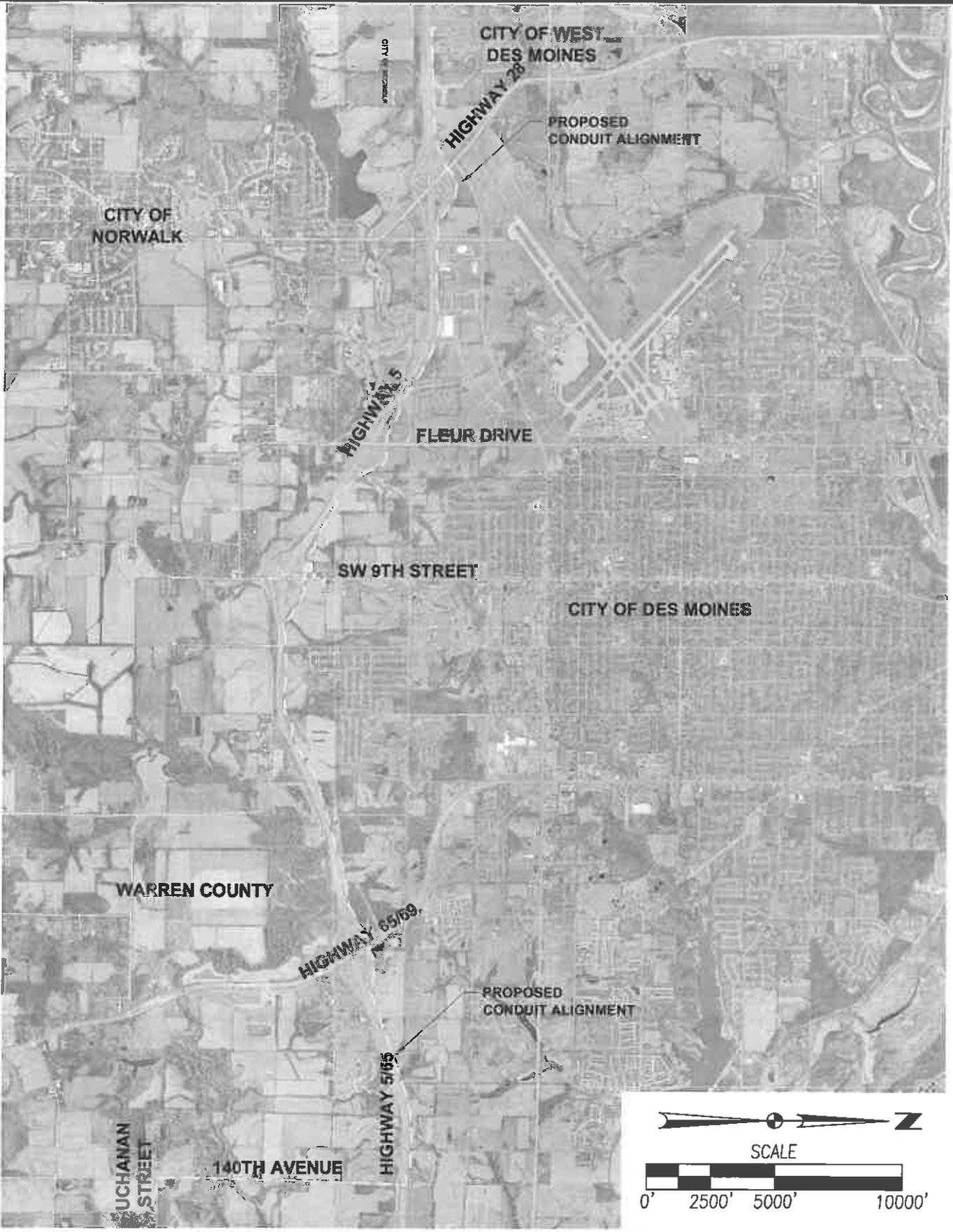
| BID ITEMS | | | | | | | |
|--------------|--|------|----------|-------------|---------------------|--------------------|---------------------|
| Item No. | Description | Unit | Est. Qty | Unit Price | Extended Price | Quantity Completed | Value Completed |
| 1 | Clearing and Grubbing | LS | 1.00 | \$1,000.00 | \$1,000.00 | 1.00 | \$1,000.00 |
| 2 | Traffic Control | LS | 1.00 | \$2,500.00 | \$2,500.00 | 1.00 | \$2,500.00 |
| 3 | Pull Box (2.5' x 4' x 4'), Install Only | EA | 73 | \$460.00 | \$33,580.00 | 72 | \$33,120.00 |
| 4 | Vault (4' x 6' x 7') Install Only | EA | 15 | \$2,500.00 | \$37,500.00 | 15 | \$37,500.00 |
| 5 | Conduit, Schedule 80 HDPE, Directional Bored, 4 In. Dia. | LF | 58,764 | \$10.76 | \$631,713.00 | 58,764 | \$631,713.00 |
| 6 | Conduit, River Bore, HDPE, 4 In. Dia. | LF | 785 | \$25.00 | \$19,125.00 | 770 | \$19,250.00 |
| 7 | Silt Fence or Filter Sock | LF | 8,800 | \$1.60 | \$14,080.00 | 380 | \$808.00 |
| 8 | Maintenance of Silt Fence or Filter Sock | LF | 8,800 | \$0.08 | \$528.00 | | \$0.00 |
| 9 | Removal of Silt Fence or Filter Sock | LF | 8,800 | \$0.11 | \$968.00 | | \$0.00 |
| 10 | Hydraulic Seeding, Fertilizing and Mulching, Type 1 | ACRE | 1.0 | \$3,712.50 | \$3,712.50 | 7.8 | \$28,957.50 |
| 11 | Erosion Control Mulching, Conventional | ACRE | 1.0 | \$1,585.00 | \$1,585.00 | | \$0.00 |
| 12 | Fiber Optic Line Marker | EA | 88 | \$100.00 | \$8,800.00 | 87 | \$8,700.00 |
| 13 | Permit Requirements | LS | 1.00 | \$7,000.00 | \$7,000.00 | 1.00 | \$7,000.00 |
| 14 | As-Built Documentation | LS | 1.00 | \$8,500.00 | \$8,500.00 | 1.00 | \$8,500.00 |
| 15 | SWPPP Management | LS | 1.00 | \$1,650.00 | \$1,650.00 | | \$0.00 |
| 16 | Conduit and Tracer Wire Acceptance Testing | LS | 1.00 | \$24,691.00 | \$24,691.00 | 1.00 | \$24,691.00 |
| 17 | Potholing of Installed Conduit | EA | 86 | \$120.00 | \$10,320.00 | 10 | \$1,200.00 |
| 18 | McGard Man Lock Bolt System | EA | 176 | \$65.00 | \$11,440.00 | | \$0.00 |
| CO 1.2 | Conduit, Schedule 80, Directional Bored thru Bedrock | LF | 1900 | \$15.00 | \$28,500.00 | 1,900 | \$28,500.00 |
| CO 2.1 | Replace incorrect lids and frames at 7 locations | LS | 1 | \$29,746.00 | \$29,746.00 | 1 | \$29,746.00 |
| CO 3.1 | Re-fabricate ladder and re-install | LS | 1 | \$1,500.00 | \$1,500.00 | 1 | \$1,500.00 |
| CO 4.1 | Vault materials including ribbon braid, 4"7.5" cable hooks | LS | 1 | \$200.64 | \$200.64 | 1 | \$200.64 |
| TOTAL | | | | | \$847,202.60 | | \$864,686.14 |

| MATERIALS STORED SUMMARY | | | |
|--------------------------|------------|--------------|---------------|
| Description | # of Units | Unit Price | Extended Cost |
| | | | \$0.00 |
| | | | \$0.00 |
| | | TOTAL | \$0.00 |

| PAY REQUEST SUMMARY | | |
|---------------------------------------|-------------------------------------|-----------------|
| | Total Approved | Total Completed |
| Contract Price | \$818,702.50 | \$864,686.14 |
| Approved Change Order 1 | \$28,500.00 | |
| Approved Change Order 2 | \$29,746.00 | |
| Approved Change Order 3 | \$1,500.00 | |
| Approved Change Order 4 | (\$13,762.36) | |
| Revised Contract Price | \$864,686.14 | \$864,686.14 |
| Materials Stored | | \$0.00 |
| Retainage (5%) | | \$43,234.31 |
| | Total Earned Less Retainage | \$821,451.83 |
| Total Previously Approved (list each) | Pay Request 1 | \$269,054.12 |
| | Pay Request 2 | \$91,359.76 |
| | Pay Request 3 | \$340,081.29 |
| | Pay Request 4 | \$63,572.73 |
| | Pay Request 5 | \$27,508.63 |
| | Pay Request 6 | \$29,683.70 |
| | Total Previously Approved | \$821,261.23 |
| | Amount Due This Request | \$190.60 |
| | Percent Complete | 100% |
| | Percent of Contract Period Utilized | 209% |

The amount **\$190.60** is recommended for approval for payment in accordance with the terms of the Contract

| | | |
|---|---|--------------------------------------|
| Contractor: Communications Technologies, LLC | Recommended By: Civil Design Advantage | Checked By: <i>PSM</i> |
| Signature: <i>Tony Oliver</i> | Signature: <i>Gary L. Reed</i> | City of West Des Moines |
| Name: <i>Tony Oliver</i> | Name: Gary L. Reed, P.E. | Signature: <i>[Signature]</i> |
| Title: <i>Operations Manager</i> | Title: <i>Project Manager</i> | Name: Duane C. Wittstock, P.E., L.S. |
| Date: <i>6-1-16</i> | Date: <i>6-1-2016</i> | Title: City Engineer |
| | | Date: |



1
/
1
1407.373

**WEST DES MOINES
FIBER INTER-CONNECT
YELLOW ROUTE**
WEST DES MOINES, IOWA



3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: TECH:

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 8, 2016

ITEM:

Resolution - Accepting Work
South 88th Street Grading Project
McAninch Corporation

FINANCIAL IMPACT:

The total construction cost for the South 88th Street Grading Project was \$1,002,803.10 which was paid from budgeted Account No. 500.000.000.5250.490. The original cost of the project was \$1,210,592.00. There was one (1) Change Order on the project that totaled (\$207,788.90).

BACKGROUND:

McAninch Corporation was working under an agreement dated November 2, 2015, for construction services for the South 88th Street Grading Project.

This action accepts the public improvements and authorizes staff to pay the retainage no sooner than 30 days.

OUTSTADNING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:
- Resolution Accepting Work

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

| | |
|------------------------|--|
| Department Director | Duane C. Wittstock, P.E., L.S., City Engineer <i>dcw</i> |
| Appropriations/Finance | Tim Stiles, Finance Director <i>TS</i> |
| Legal | Richard Scieszinski, City Attorney <i>RS</i> |
| Agenda Acceptance | <i>RTJ</i> |

| PUBLICATION(S) (if applicable) | | SUBCOMMITTEE REVIEW (if applicable) | | | |
|--------------------------------|--|-------------------------------------|----------------|----|-------|
| Published In | | Committee | Public Works | | |
| Dates(s) Published | | Date Reviewed | August 1, 2016 | | |
| | | Recommendation | Yes | No | Split |

Resolution Accepting Work

WHEREAS, on November 2, 2015, the City Council entered into a contract with McAninch Corporation of Des Moines, Iowa, for the following described public improvement:

South 88th Street Grading Project 0510-068-2015

And,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on August 8, 2016.

WHEREAS, the City has retained 5% of the construction costs,

Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$1,002,803.10 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$50,140.16, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED this **8th** day of **August, 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



PUBLIC WORKS
580 S. 16th, PO Box 65320
West Des Moines, IA 50265-0320
(515) 222-3475 Fax (515) 222-3478

PAY REQUEST

Contractor: **McAninch Corporation**
4001 Delaware Avenue
Des Moines, IA 50313

| | | |
|------------------------------|---------------------------|----------|
| Project Title | South 88th Street Grading | |
| WDM Project File Number | 0510-068-2015 | |
| Purchase Order Number | 4282-01 | |
| Orig. Contract Amount & Date | \$1,210,592.00 | 10/28/15 |
| Estimated Completion Date | 12/25/16 | |
| Pay Period | 01/02/16 - 06/10/16 | |
| Pay Request Number | 4 | |
| Date | 08/13/16 | |

| BID ITEMS | | | | | | | |
|--------------|---|------|----------|--------------|-----------------------|--------------------|-----------------------|
| Item No. | Description | Unit | Est. Qty | Unit Price | Extended Price | Quantity Completed | Value Completed |
| 1 | TRAFFIC CONTROL | LS | 1 | \$27,920.00 | \$27,920.00 | 1.00 | \$27,920.00 |
| 2 | MOBILIZATION | LS | 1 | \$145,000.00 | \$145,000.00 | 1.00 | \$145,000.00 |
| 3 | CLEARING AND GRUBBING | LS | 1 | \$33,000.00 | \$33,000.00 | 1.00 | \$33,000.00 |
| 4 | TOPSOIL STRIPPING & SALVAGING | CY | 17750 | \$6.25 | \$110,837.50 | 18,476.00 | \$102,875.00 |
| 5 | TOPSOIL RESPREAD | CY | 17750 | \$2.80 | \$49,700.00 | 800.00 | \$2,240.00 |
| 6 | EXCAVATION, CLASS 13 | CY | 75000 | \$6.65 | \$498,750.00 | 58,468.00 | \$388,812.20 |
| 7 | TEMPORARY HAUL ROAD | LS | 1 | \$196,800.00 | \$196,800.00 | 1.00 | \$196,800.00 |
| 8 | WATER MAIN PROTECTION MEASURES | LS | 1 | \$14,000.00 | \$14,000.00 | 1.00 | \$14,000.00 |
| 9 | STORM SEWER, TRENCHED, RCP CLASS III, 24-INCH | LF | 24 | \$153.00 | \$3,672.00 | 24.00 | \$3,672.00 |
| 10 | REMOVAL OF STORM SEWER | LF | 44 | \$65.00 | \$2,860.00 | 44.00 | \$2,860.00 |
| 11 | PIPE APRON, RCP, 24", CLASS III | EA | 1 | \$2,800.00 | \$2,800.00 | 1.00 | \$2,800.00 |
| 12 | FIELD TILE REPAIR, PVC, UNSPECIFIED DIAMETER | EA | 0 | \$500.00 | \$3,000.00 | 0.00 | \$0.00 |
| 13 | TEMPORARY PIPE CULVERT, TRENCHED, CMP, 36" | LF | 160 | \$120.00 | \$19,200.00 | 160.00 | \$19,200.00 |
| 14 | DRIVEWAY, UNPAVED, CLASS A ROADSTONE, 6" | SY | 800 | \$23.00 | \$25,800.00 | 507.00 | \$18,224.00 |
| 15 | SWPPP | LS | 1 | \$4,500.00 | \$4,500.00 | 1.00 | \$4,500.00 |
| 16 | RIP RAP, CLASS D | TON | 150 | \$35.00 | \$8,250.00 | 55.90 | \$3,074.50 |
| 17 | SILT FENCE, INSTALL, MAINTAIN & REMOVE | LF | 20000 | \$1.85 | \$37,000.00 | 6,334.00 | \$9,867.80 |
| 18 | EROSION CONTROL MULCHING, CONVENTIONAL | ACRE | 16 | \$350.00 | \$8,800.00 | 19.50 | \$10,725.00 |
| 19 | INLET PROTECTION DEVICE, INSTALL, MAINTAIN & REMOVE | EA | 6 | \$165.00 | \$990.00 | 0.00 | \$0.00 |
| 20 | REMOVAL OF FENCE | LF | 1125 | \$2.50 | \$2,812.50 | 1,125.00 | \$2,812.50 |
| 21 | CONSTRUCTION SURVEY | LS | 1 | \$15,000.00 | \$15,000.00 | 1.00 | \$15,000.00 |
| COI.1 | SWPPP Extension | LS | 1 | \$1,320.00 | \$1,320.00 | 1.00 | \$1,320.00 |
| TOTAL | | | | | \$1,211,912.00 | | \$1,002,803.10 |

| MATERIALS STORED SUMMARY | | | | |
|--------------------------|------------|------------|---------------|---------------|
| Description | # of Units | Unit Price | Extended Cost | |
| None | | | | \$0.00 |
| | | | | \$0.00 |
| TOTAL | | | | \$0.00 |

| PAY REQUEST SUMMARY | | |
|---------------------------------------|----------------|-----------------|
| | Total Approved | Total Completed |
| Contract Price | \$1,210,592.00 | \$1,002,803.10 |
| Approved Change Order 1 | (\$207,788.90) | |
| Approved Change Order 2 | | \$0.00 |
| Revised Contract Price | \$1,002,803.10 | \$1,002,803.10 |
| Materials Stored | | \$0.00 |
| Retainage (5%) | | \$50,140.16 |
| Total Earned Less Retainage | | \$952,662.94 |
| Total Previously Approved (list each) | Pay Request 1 | \$459,938.23 |
| | Pay Request 2 | \$490,556.62 |

| | | |
|--------------------------------------|----------|-------------------|
| Pay Request 3 | \$913.89 | |
| Pay Request 4 | | |
| Pay Request 5 | | |
| Pay Request 6 | | |
| Total Previously Approved: | | \$951,408.84 |
| Amount Due This Request: | | \$1,254.00 |
| Percent Complete: | | 100% |
| Percent of Contract Period Utilized: | | 100% |

The amount **\$1,254.00** is recommended for approval for payment in accordance with the terms of the Contract

| | | |
|-------------------------------------|---------------------------------------|---|
| Contractor: McAninch Corporation | Recommended By: Bolton & Menk, Inc | Checked By: <i>CSK</i> City of West Des Moines |
| Signature: <i>R. Mark Watkins</i> | Signature: <i>Matthew W. Ferrier</i> | Signature: _____ |
| Name: R. Mark Watkins | Name: Matthew W. Ferrier, P.E. | Name: Duane C. Wittstock, P.E., L.S. |
| Title: Vice-President | Title: Project Engineer | Title: City Engineer |
| Date: 6/17/16 | Date: 6/27/16 | Date: _____ |



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN
 CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN
 AMES, IA SPENCER, IA DES MOINES, IA FARGO, ND

Y:_C-Details\10-302.dwg 12/14/13 8:04 am

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CITY OF WEST DES MOINES, IOWA

S. 88TH STREET GRADING

VICINITY MAP

OCTOBER, 2015

FIGURE NO. 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: August 8, 2016

ITEM:

Resolution - Approving Professional Services Agreement
Grand Avenue West Sewer Segments 3 & 4
Veenstra & Kimm, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the basic services of this project is not anticipated to exceed \$96,200.00. In addition, the cost for performing resident consultant services will not exceed \$91,100.00. Should the cost for professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City council.

All costs for these services will be billed at an hourly rate plus reimbursable expenses and can be paid from budgeted account no. 640.000.000.5250.490 with the ultimate funding intended to come from Sanitary Sewer Fee Revenue.

BACKGROUND:

Approval of this action authorizes Veenstra & Kimm, Inc. to perform the design necessary for Trunk Sewer Segment 3 & 4 included as part of the Grand Avenue West Sanitary Sewer Connection Fee District and serving an area north of Grand Avenue between South Jordan Creek Parkway and South 88th Street.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past consultant evaluation. Once a firm has been selected based on the above criteria, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Engineering Services Agreement.

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

| | |
|------------------------|---|
| Department Director | Duane C. Wittstock, P.E., L.S., City Engineer |
| Appropriations/Finance | Tim Stiles, Finance Director |
| Legal | Richard Scieszinski, City Attorney |
| Agenda Acceptance | RTJ |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|----------------|----|-------|
| Committee | Public Works | | |
| Date Reviewed | August 1, 2016 | | |
| Recommendation | Yes | No | Split |

Resolution Approving Professional Services Agreement

WHEREAS, funding is available for the following described public project:

**Grand Avenue West Sewer Segments 3 & 4
Project No. 510-028-2016**

and,

WHEREAS, to complete said project Plans, Specifications, Form of Contract, and Estimate of Cost need to be prepared; and,

WHEREAS, Engineering Services Department staff have recommended that the Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Veenstra & Kimm, Inc.; and,

WHEREAS, the Engineering Services Department has obtained a written proposal from Veenstra & Kimm, Inc., to do the perform the work requested, which estimates the following cost to the City of West Des Moines;

| | |
|--|-------------------------|
| Basic Services of the Consultant | \$96,200.00 |
| Resident Services of the Consultant | <u>91,100.00</u> |
| | \$187,300.00 |

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Veenstra & Kimm, Inc., is hereby directed to perform the work for the above named public improvement project.

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with Veenstra & Kimm, Inc., for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED this **8th** day of **August 2016**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2016, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and VEENSTRA & KIMM, INC. (Fed. I.D. # 42-1137727), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

| | |
|-------------------------------------|------------------|
| I. Basic Services of the Consultant | \$ <u>96,200</u> |
| II. Resident Consultant Services | \$ <u>91,100</u> |

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation

insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk
Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: Veenstra & Kimm, Inc.
Attn: H. R. Veenstra Jr.
Address: 3000 Westown Parkway
City, State: West Des Moines, IA 50266-1320

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit

to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative.

It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

22. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

BY: _____

President

CITY OF WEST DES MOINES

BY: _____

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

GRAND AVENUE WEST SEWER IMPROVEMENTS PROJECT, SEGMENTS 3 & 4

- I. **TASK 1 - BASIC SERVICES OF THE ENGINEER** - The work task shall consist of the design, preparation of plans and specifications and associated design services for the Grand Avenue West Sewer Improvements Project, Segments 3 & 4 0510-028-2016. The Project involves the design and construction of the following:
- 1) Approximately 3,300 feet of sanitary sewer extending from the WRA West Des Moines Outfall Extension along the alignment of Segment 3 as illustrated in the Grand Avenue West Connection Fee District report.
 - 2) Approximately 5,100 feet of sanitary sewer extending from the WRA West Des Moines Outfall Extension along the alignment of Segment 4 as illustrated in the Grand Avenue West Connection Fee District report.
- A. **Evaluation of Alternatives.** This work shall consist of the Engineers evaluation of the alignment and location of the sanitary sewer. The alignment evaluation is intended to refine the alignment within the general corridor of construction. The Engineers will consult with the City and applicable property owners as relevant to establish the final design.
- B. **Plans and Specifications.** The Engineers shall prepare such detailed plans and specifications as are necessary and desirable for construction of the Grand Avenue West Sewer Improvements Project, Segments 3 & 4. The plans and specifications shall describe in detail the work to be done and materials to be used. Four sets of the final plans and specifications shall be submitted to the City. The design standards for the Project shall be in conformance with the City of West Des Moines' current standards for public improvements including any referenced requirements
- C. **Design Surveys.** The Engineers shall make all topographic and other surveys necessary for design and preparation of the plans and specifications. Design surveys do not include property surveys for the acquisition of land, easements or rights-of-way.
- D. **Geotechnical Investigation.** The services by the Engineers shall include necessary and routine soil borings and geotechnical investigation along the Project corridor.
- E. **Review of Plans and Specifications.** The Engineers shall provide copies of the plans and specifications for review by the City and other necessary governmental agencies including the Iowa Department of Natural Resources. Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City.
- F. **Permits and Approvals.** The plans and specifications shall be in conformance with the requirements of the Iowa Department of Natural Resources. The services by the Engineers shall include obtaining construction permits for the Project from required state and federal agencies.

- G. **Easement and Property Description Preparation Services.** This work task shall consist of preparing legal descriptions for permanent and construction easements necessary for the Grand Avenue West Sewer Improvements Project, Segments 3 & 4. The work shall include preparation of easement plats and acquisition plats for each of the easements and acquisitions which shall be required. The work task includes surveying and establishing and re-establishing property pins as required by applicable survey standards for parcels for which permanent right-of-way and easements are acquired.
- H. **Advertisement for Bids.** The Engineers shall assist in the preparation of the notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the City.
- I. **Cost of Plans and Specifications.** Plans and specifications shall be provided to contractors, plan rooms and suppliers at no cost. The City shall compensate the Engineers for the actual cost of the plans and specifications provided contractors, plan rooms and suppliers during Project bidding.
- J. **Estimates of Cost.** The Engineers shall prepare a preliminary Engineers' Estimate of Cost for the improvements in the Project. An updated estimate of cost shall be prepared at the time of completion of the plans and specifications. The Engineers' Estimate of Cost is intended for the use of the City in financing the Project. The Engineers shall not be responsible if the contract awarded for construction of the Project varies from the original Engineers' Estimate of Cost.
- K. **Award of Contract.** The Engineers shall have a representative present when the bids and proposals are opened, and shall make a tabulation of bids to the City and shall advise the City on the responsiveness of the bidders and assist the City in making the award of contract. After award is made, the Engineers shall assist in the preparation of the necessary contract documents.
- L. **Additional Design Services.** The Engineers shall, as a part of the design services, include the following work tasks:
 - 1. Attend and conduct preconstruction conferences.
 - 2. Attend conferences with City, contractors and utility companies.
 - 3. Assist in interpretation of plans and specifications.
 - 4. Review shop drawings and data of manufacturers.
- M. **Construction Record Documents.** This work task shall consist of the preparation of corrected plan drawings to show the actual constructed conditions based on field information either generated by the Engineers as a part of project construction services, or provided by the City in the event the Engineers do not provide construction resident services. The City shall be provided with one reproducible mylar set of the construction record drawings.
- II. **TASK 2 - PROJECT CONSTRUCTION SERVICES.** This work task shall consist of the Engineers providing services during construction of the Project including the following work tasks:
 - A. Process and certify payment estimates of Contractor to the City.
 - B. Provide written monthly progress reports to the City showing progress on the Project.
 - C. Make routine and special trips to the Project site as required.
 - D. Review the results submitted by testing consultant retained under this Agreement.

- E. Consult with and advise the City and prepare routine change orders as required.
- F. Make final reviews after construction contract is completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contract has been substantially completed.
- G. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.
- H. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a regular and nearly continuous basis during construction work on the Project.
- I. The Engineers shall coordinate and periodically review the accuracy of construction staking provided by the Contractor as a part of its obligation under the contract documents.
- J. The Engineers shall coordinate the activities of the independent testing laboratory retained by the Contractor to provide quality assurance testing during construction of the Project.

ATTACHMENT 2

PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

Task 1 – Completion of Right-of-Way Document Preparation
Completion of Design

November 1, 2016
December 31, 2016

The Engineers will work to complete the right-of-way document preparation and design before the scheduled completion date if development projects in the City of West Des Moines require an earlier completion date for the design and right-of-way acquisition.

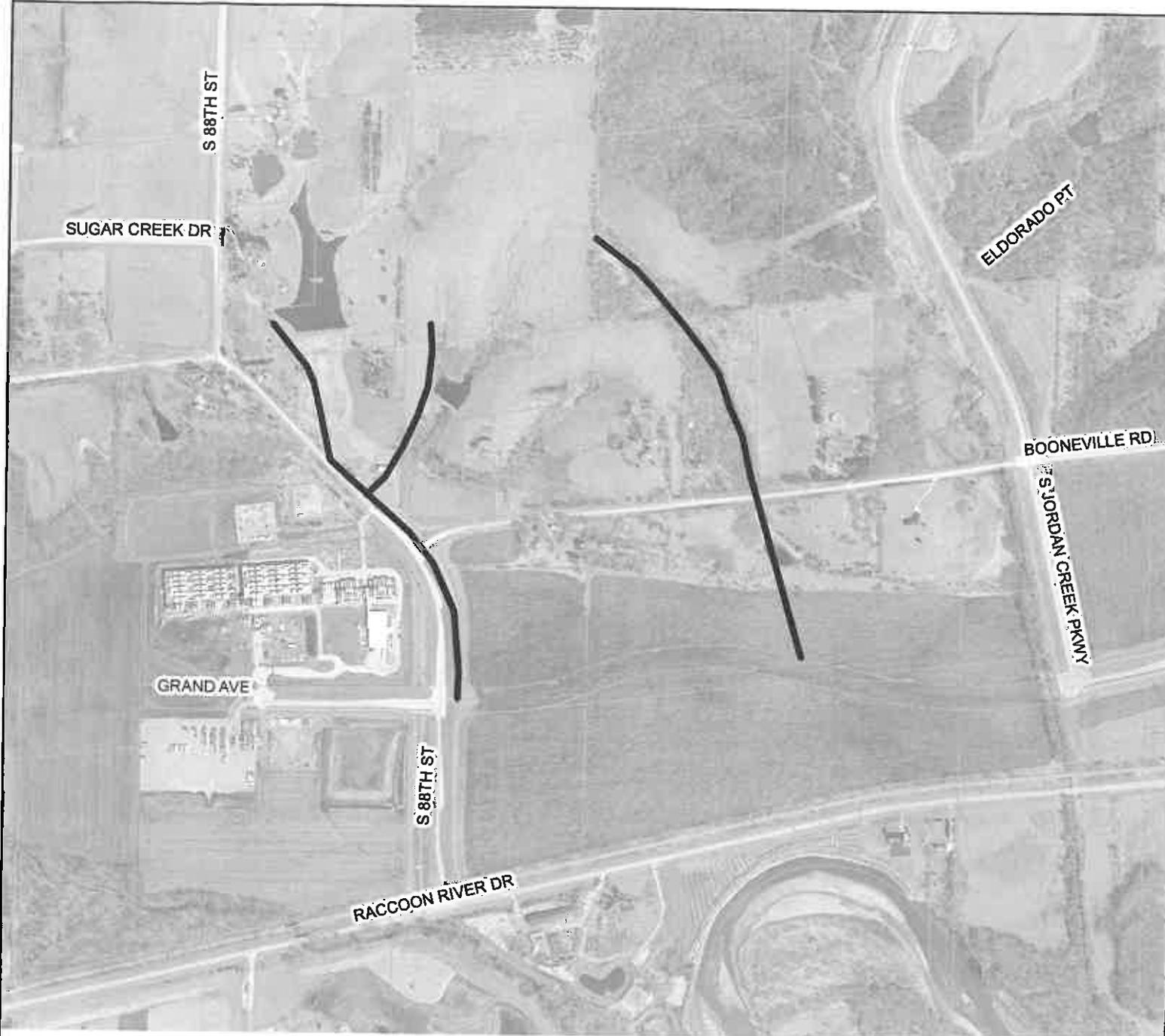
Task 2 – Construction Services: A time mutually agreed between City and Engineers based on the construction contract period for the Construction contract for the project.

ATTACHMENT 3

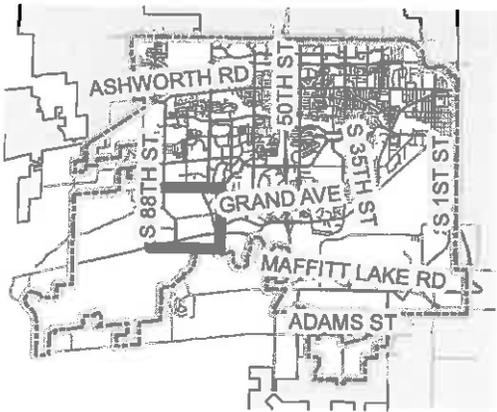
SCHEDULE OF FEES

HOURLY RATES BY EMPLOYEE CLASSIFICATION (Effective July 2016)

| | |
|-----------------------------|------------|
| Management I | \$162.00 |
| Management II | 158.00 |
| Process Engineer..... | 182.00 |
| Engineer I-A | 162.00 |
| Engineer I-B | 151.00 |
| Engineer I-C | 145.00 |
| Engineer II-A | 133.00 |
| Engineer II-B | 123.00 |
| Engineer III-A | 119.00 |
| Engineer III-B | 111.00 |
| Engineer III-C | 107.00 |
| Engineer IV | 103.00 |
| Engineer V | 95.00 |
| Engineer VI | 90.00 |
| Engineer VII | 85.00 |
| Engineer VIII | 81.00 |
| Engineer IX | 75.00 |
| Engineer X | 69.00 |
| Engineer XI | 63.00 |
| Design Technician | 91.00 |
| Planner I..... | 102.00 |
| Drafter I..... | 89.00 |
| Drafter II..... | 77.00 |
| Drafter III..... | 73.00 |
| Drafter IV..... | 68.00 |
| Drafter V..... | 58.00 |
| Drafter VI..... | 54.00 |
| Drafter VII..... | 43.00 |
| Clerical I | 82.00 |
| Clerical II | 58.00 |
| Clerical III | 43.00 |
| Clerical IV..... | 34.00 |
| Construction Manager..... | 155.00 |
| Surveyor I..... | 96.00 |
| Surveyor II..... | 83.00 |
| Technician I..... | 80.00 |
| Technician II..... | 74.00 |
| Technician III..... | 69.00 |
| Technician IV | 64.00 |
| Technician V | 58.00 |
| Technician VI | 54.00 |
| Technician VII | 47.00 |
| Technician VIII | 42.00 |
| Technician IX | 34.00 |
| Building Inspector I | 144.00 |
| Building Inspector II | 76.00 |
| Robotics | 30.00/Hour |
| GPS | 30.00/Hour |
| Leica Total Station | 20.00/Hour |
| Total Station Robotics..... | 15.00/Hour |
| Tablet | 45.00/Hour |
| Fluoroscope | 50.00/Hour |
| 4-Wheeler | 45.00/Day |
| Mileage | 54¢/Mile |



VICINITY MAP



LEGEND

PROJECT LOCATION



**CITY OF WEST DES MOINES
ENGINEERING SERVICES**
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PH: (515) 222-3620 FAX: (515) 273-0602

| | | | |
|-----------|--|----------------|-------------|
| PROJECT: | GRAND AVENUE WEST SEGMENT 3-4 SEWER | | |
| LOCATION: | Project No. 0510-028-2016 | | |
| | EXHIBIT "A" | | |
| DRAWN BY: | | DATE: 8/1/2016 | SHT. 1 OF 1 |

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: August 8, 2016

ITEM: Des Moines Golf and Country Club Grading Plan Phase 4, 1600 Jordan Creek Parkway, Approval and Acceptance of Sanitary Sewer Easement – Des Moines Golf and Country Club – GP-003122-2016

Resolution: Approval and Acceptance of Sanitary Sewer Easement

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The Plan and Zoning Commission approved a grading plan for phase 4 improvements at the Des Moines Golf and Country Club at their meeting on July 18, 2016. As part of the approval of the grading plan a sanitary sewer easement was required to be widened as part of the project.

Exhibit II is a copy of the agreement. For policy purposes, formal acceptance by the City Council of these agreements is required.

CITY COUNCIL SUBCOMMITTEE: Acceptance of this document by Council is a required formality; this item was not presented to the Development and Planning City Council Subcommittee.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt a resolution approving and accepting the Sanitary Sewer Easement granted to the City as part of the approval of a grading permit approved by the Plan & Zoning Commission for phase 4 improvements for Des Moines Golf and County Club.

Lead Staff Member: Kara V. Tragesser, AICP 

STAFF REVIEWS

| | | |
|------------------------|---|---|
| Department Director |  | |
| Appropriations/Finance |  |  |
| Legal | | |
| Agenda Acceptance |  | |

PUBLICATION(S) (if applicable)

| | |
|--|-----|
| Published In | |
| Date(s) Published | N/A |
| Letter sent to surrounding property owners | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|------------------------------|-----------------------------|--------------------------------|
| Committee | None | | |
| Date Reviewed | | | |
| Recommendation | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

ATTACHMENTS:

- Exhibit I ⇨ Resolution
- Exhibit II ⇨ Easement

Prepared by: KTragesser Development Services, City of WDM, PO Box 65320, WDM, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION APPROVING AND ACCEPTING A SANITARY SEWER EASEMENT RELATED TO A GRADING PLAN PERMIT FOR THE DES MOINES GOLF AND COUNTRY CLUB AT 1600 JORDAN CREEK PARKWAY

WHEREAS, it is the policy of the City of West Des Moines, Iowa to approve and accept all easement and agreements conveying property and other interests to the City; and

WHEREAS, the following document has been presented to the City for approval and acceptance; and

Sanitary Sewer Easement

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the document(s) described above conveying property and other interests to the City of West Des Moines, Iowa, are hereby approved and accepted and shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED this 8th day of August 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Prepared by: K Tragesser Development Services, PO Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

SANITARY SEWER EASEMENT(S)

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easement(s).

The undersigned, Des Moines Golf and Country Club, (hereinafter referred to as the "Grantor(s)"), owner(s) and/or developer(s) of Government Lots 1-8, except 0.75 acres for I-80 and Government Lots 9-12 and the NE ¼ of the SW ¼ and NW ¼ of the SE section of Section 2 T78N R26 lying North and East of Railroad (I-80) including 4, in and forming a part of the City of West Des Moines, Dallas County, Iowa, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the City of West Des Moines, Iowa, a municipal Corporation (hereinafter referred to as "the City"), a permanent and perpetual easement (hereinafter referred to as "Sanitary Sewer Easement" or "Easement(s)") and right-of-way upon, over, under, through and across the real property legally described as:

A PERPETUAL SANITARY SEWER EASEMENT LOCATED IN A PORTION OF GOVERNMENT LOT 8 IN SECTION 2, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA. SAID PERPETUAL EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 00°45'24" WEST 2,192.89 FEET ALONG THE EAST LINE OF GOVERNMENT LOT 1 AND GOVERNMENT LOT 8 OF SAID SECTION 2; THENCE NORTH 89°03'02" WEST 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JORDAN CREEK PARKWAY AND THE POINT OF BEGINNING; THENCE SOUTH 00°45'24" WEST 30.00 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 89°03'02" WEST 43.00 FEET; THENCE NORTH 00°45'24" EAST 30.00 FEET; THENCE SOUTH 89°03'02" EAST 43.00 FEET TO THE POINT OF BEGINNING. SAID PERPETUAL EASEMENT CONTAINS 1290 SQUARE FEET, MORE OR LESS.

2. Use and Purpose of Easement(s).

This Easement shall be granted for the purpose of locating sanitary sewer(s) (hereinafter referred to as "Sewer(s)") and to permit and allow the city to enter at any time upon, over, under, through, and across into said Easement(s) herein described to use as much of the surface and sub-surface thereof to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair (including the right to place and build additional Sewer(s) therein or to connect and/or join Sewer(s) and appurtenances thereto) and to forever maintain Sewer(s) whenever necessary within the Easement(s) granted herein. No structure, obstruction, or building of any kind whatsoever shall be placed upon property that is the subject of this Easement without the express written consent of the City

3. Maintenance.

After the initial construction of the Sewer(s), and acceptance by the City, the City agrees, as part of the reconstruction, maintenance and patrolling of the Sewer(s), to restore and replace the Easement area(s) to substantially the same condition as prior to the time of entry or as agreed upon by the City and the Grantor(s), except the City shall not be required to replace landscaping, trees, shrubs, bushes, landscape elements, structures, or underground water systems nor shall the City be required to restore the Easement area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration and/or replacing of the easement area; any subsequent restoration by reason of settlement, depression or any unknown conditions shall be the sole responsibility of the Grantor(s) at the Grantor(s)' sole expense.

4. Hold Harmless.

The Grantor(s) agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor(s) arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

5. Running of Benefits and Burdens.

The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Jurisdiction and Venue.

The City and the Grantor(s) agree the District Court of the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties consent to the jurisdiction of the person being in DallasCounty, Iowa.

7. Words and Phrases.

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

8. Parties.

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantor(s)" shall refer to Des Moines Golf and Country Club, their heirs, assigns, successors-in-interest, or lessees, if any.

9. Attorney's Fees.

Either party may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

10. Integration.

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

11. Paragraph Headings.

The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement.

Dated this 19th day of JULY 2016.

Des Moines Golf and Country Club

By: [Signature]
James Cutter, General Manager

STATE OF IOWA)

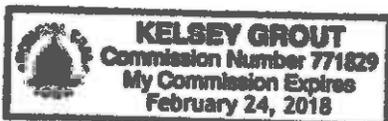
COUNTY OF DALLAS)

)SS

On this 19 day of JULY, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared James Cutter, to me personally known, who being by me duly sworn, did say that he/she is General Manager of the Des Moines Golf and Country Club, executing the within and foregoing instrument and acknowledged that he/she executed the same as his voluntary act and deed of the Des Moines Golf and Country Club, by it and by him/her voluntarily executed.

[Signature]

Notary Public in and for the State of Iowa



CITY OF WEST DES MOINES, IOWA

Steven K. Gaer, Mayor

Attest:

Ryan Jacobson

STATE OF IOWA)

COUNTY OF DALLAS)

)SS

)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven K. Gaer and Ryan Jocaobson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 8, 2016

ITEM: Resolution - Approval and Acceptance of Purchase Agreement, Deed and Easement for the South 60th Improvement Projects, Project Number 0510-021-2014

FINANCIAL IMPACT: \$32,800.00 (previously budgeted)

BACKGROUND: Property interests necessary for the South 60th Street Improvements Project have been acquired through a negotiated Purchase Agreement at the appraised fair market value from the owners shown on Exhibit "A". The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the deed and easement and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 500.000.000.5550.735, Project No. 0510 021 2014.ROW.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving and accepting the Purchase Agreement, Deed and Easement for the South 60th Street Improvements Project.

Lead Staff Member: Duane Wittstock, Engineer

STAFF REVIEWS

| | | |
|------------------------|---------------------------------------|-----------|
| Department Director | Richard J. Scieszinski, City Attorney | <i>RS</i> |
| Appropriations/Finance | <i>RS</i> | <i>RS</i> |
| Legal | | |
| Agenda Acceptance | <i>RTG</i> | |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|--------------|----|-------|
| Committee | Public Works | | |
| Date Reviewed | | | |
| Recommendation | Yes | No | Split |

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT, DEED
AND EASEMENT FOR THE CONSTRUCTION OF THE SOUTH 60th STREET
IMPROVEMENTS PROJECT, PROJECT NUMBER 0510-021-2014**

WHEREAS, on January 12, 2015, the City Council approved the acquisition of property, for the project; and

WHEREAS, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

WHEREAS, the City of West Des Moines has negotiated a purchase agreement for the acquisition of property and easements necessary for the Project; and

WHEREAS, documents conveying property interests for easements necessary to complete the project; and

WHEREAS, the names of the property owners and the fair market value of the property to be acquired are attached hereto as Exhibit "A" and made a part of this resolution; and

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreement to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owners shown on the attached Exhibit "A" pursuant to the terms and conditions of the Purchase Agreement.

PASSED AND ADOPTED this 8th day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**SOUTH 60TH STREET IMPROVEMENTS,
WDM PROJECT NO. 0510-021-2014**

| <u>PARCEL #</u> | <u>PROPERTY OWNER</u> | <u>CONDEMNATION AWARD/ ACQUIRED PRICE-FMV</u> |
|-----------------|--|---|
| 17 | Daryl and Patricia Lilly 1215 S 60 th Street | \$32,800.00 |
| | TOTAL | \$32,800.00 |

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 8, 2016

ITEM: Resolution - Approval and Acceptance of Purchase Agreement and Easements for the Walnut Creek Outfall Storm Sewer Improvements Project, Project Number 0510-009-2013

FINANCIAL IMPACT: \$8,265.00 (previously budgeted)

BACKGROUND: Property interests necessary for the Walnut Creek Outfall Storm Sewer Improvements Project have been acquired through a negotiated Purchase Agreement at the appraised fair market value from the owners shown on Exhibit "A." The attached resolution approves the Purchase Agreement and, for policy and title purposes, formally accepts the easements and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests and easements will be paid from Account No. 660.000.000.5250.490, Project No. 0510 009 2013.Construction.

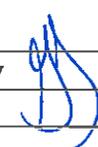
OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Adopt Resolution approving and accepting the Purchase Agreement and Easements for the Walnut Creek Outfall Storm Sewer Improvements Project.

Lead Staff Member: Duane Wittstock, Engineer

STAFF REVIEWS

| | | |
|------------------------|---|---|
| Department Director | Richard J. Scieszinski, City Attorney |  |
| Appropriations/Finance |  | |
| Legal | | |
| Agenda Acceptance |  | |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | |
|----------------|---|
| Committee | |
| Date Reviewed | |
| Recommendation | Yes <input type="checkbox"/> <input type="checkbox"/> |

RESOLUTION NO. _____

AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT AND EASEMENTS FOR THE CONSTRUCTION OF THE WALNUT CREEK OUTFALL STORM SEWER IMPROVEMENTS PROJECT, PROJECT NUMBER 0510-009-2013

WHEREAS, on September 21, 2015, the City Council approved the acquisition of property, for the project; and

WHEREAS, it is the policy of the City of West Des Moines, Iowa, to approve the conveyance of all property interests to the City; and

WHEREAS, the City of West Des Moines has negotiated a purchase agreement for the acquisition of property necessary for the Project; and

WHEREAS, documents conveying property interests necessary to complete the project have been presented to the City for approval; and

WHEREAS, the names of the property owners and the fair market value of the property to be acquired are attached hereto as Exhibit "A" and made a part of this resolution; and

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the above-described documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT:

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreement to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owners shown on the attached Exhibit "A" pursuant to the terms and conditions of the Purchase Agreement.

PASSED AND ADOPTED this 8th day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**WALLNUT CREEK OUTFALL STORM SEWER IMPROVEMENTS
WDM PROJECT NO. 0510-009-2013**

| <u>PARCEL #</u> | <u>PROPERTY OWNER</u> | <u>ACQUIRED PRICE-FMV</u> |
|-----------------|--|---------------------------|
| 14, 15 | Hurd Indianola LLC c/o Richard Hurd 210 Grand Avenue | \$8,265.00 |
| | TOTAL | \$8,265.00 |

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM:

DATE: August 8, 2016

Resolution - Approving Public Highway At-Grade Crossing Agreement
98th Street Improvements – Water Tower to Railroad Tracks
Union Pacific Railroad Company

FINANCIAL IMPACT:

The cost of the right-of-way associated with the upgrade of the railroad crossing is estimated to be \$39,000.00. The Union Pacific Railroad has estimated the cost of the crossing upgrade and signals to be \$141,545.00 and \$247,890.00 respectively. Costs for the project will be split 50/50 with the City of Waukee. West Des Moines share for these services can be paid from account no. 4291.75.820.6.7920 and will require a budget amendment in FY 16-17.

BACKGROUND:

The City is paving 98th Street from the water tower to the end of the existing pavement just north of the Union Pacific Railroad. As part of the paving project improvements will need to be made to the rail crossing to accommodate the wider street pavement and sidewalks. The existing right-of-way is not sufficient to allow for the reconstruction and widening of the roadway. Under this agreement the Union Pacific Railroad will grant the City additional rights in order to construct, maintain, and repair the roadway over and across the crossing.

This agreement was previously approved by Council on May 31, 2016. The Union Pacific Railroad has requested changes to the previously approved agreement. The changes are shown as strikeout in the attached document.

OUTSTANDING ISSUES:

None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Public Highway At-Grade Crossing Agreement.

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer *DW*

STAFF REVIEWS

| | |
|------------------------|--|
| Department Director | Duane C. Wittstock, City Engineer |
| Appropriations/Finance | Tim Stiles, Finance Director <i>TS</i> |
| Legal | Richard Scieszinki, City Attorney |
| Agenda Acceptance | <i>RTG</i> |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|--------------|----|-------|
| Committee | Public Works | | |
| Date Reviewed | May 23, 2016 | | |
| Recommendation | Yes | No | Split |

Resolution Approving Public Highway At-Grade Crossing Agreement

WHEREAS, funding is available for the following described public project:

**98th Street Improvements - Water Tower to Railroad Tracks
Project No. 0510-042-2015**

and,

WHEREAS, to complete said project the Union Pacific Railroad Company's rail crossing will require to be upgraded; and,

WHEREAS, the Engineering Services Department has obtained a written agreement from Union Pacific Railroad Company for rights to construct an at-grade crossing of the rail line at the following cost to the City of West Des Moines;

| | |
|----------------------------------|--------------------|
| Railroad Crossing Upgrade | \$39,000.00 |
|----------------------------------|--------------------|

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the City Clerk is authorized and directed to enter into an agreement with Union Pacific Railroad for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED this 8th day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

McAlister, Ben

From: Kathleen L. Nesser <KLNESSER@UP.COM>
Sent: Tuesday, August 02, 2016 11:25 AM
To: McAlister, Ben
Subject: RE: 2440-65 98th St
Attachments: 2440-65 5lights at-grade law approved.doc

The purposes of the change is to make it clear you are paying for the new area in the agreement and we are also granting the old area of the current road. We also changed Section 15 from cancelling the old agreement to supplementing the old agreement. While we did not find the old agreement we want to keep it active if it does exist. The below version has track changes on so you should be able to see the changes. I have found some times you will have to turn track changes on in your version of word to see the changes.

If you have any questions feel free to call me.

Thanks

Kathy Nesser
Contracts Manager
1400 Douglas Street STOP 1690
Omaha NE 68179-1690

Phone: 402-544-8549
Fax: 402-501-1519

From: "McAlister, Ben" <Ben.McAlister@wdm.iowa.gov>
To: "Kathleen L. Nesser" <KLNESSER@UP.COM>
Cc: "Wittstock, Duane" <Duane.Wittstock@wdm.iowa.gov>
Date: 08/01/2016 11:12 AM
Subject: RE: 2440-65 98th St

This email originated from outside of the company. Please use discretion if opening attachments or clicking on links.

We will run this through our Council for approval again. Please provide an email with an explanation of the changes and their need. Thanks.

From: Kathleen L. Nesser [<mailto:KLNESSER@UP.COM>]
Sent: Friday, July 22, 2016 8:38 AM
To: McAlister, Ben <Ben.McAlister@wdm.iowa.gov>

Subject: 2440-65 98th St

Ben,

I spoke to my Boss about your request to keep the agreement the same but he feels the changes are absolutely necessary. I have attached a new version as I missing the change to the last paragraph before the signatures.

Thanks

Kathy Nesser
Contracts Manager
1400 Douglas Street STOP 1690
Omaha NE 68179-1690

Phone: 402-544-8549
Fax: 402-501-1519

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UP Real Estate Folder No.: 2440-65
Agreement Number 244748

PUBLIC HIGHWAY AT-GRADE CROSSING

98th STREET
DOT 193006X
297.81 -, WAUKEE INDUSTRIAL LEAD
WEST DES MOINES, DALLAS COUNTY, IOWA

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **THE CITY OF WEST DES MOINES** a municipal corporation or political subdivision of the State of Iowa to be addressed at 4200 Mills Civic Parkway, Suite 2D, PO Box 65320, West Des Moines IA 50264 ("Political Body").

RECITALS:

By instrument dated January 2, 2007, the Railroad and the Political Body entered into an agreement (the "Original Agreement") covering the construction, use, maintenance and repair of an at grade public road crossing over 98th Street DOT Number 193006X at Railroad's Milepost 297.81 on Railroad's Waukee Ind Ld at or near West Des Moines, Dallas County, Iowa.

The Political Body now desires to undertake as its project (the "Project") the reconstruction, addition of lights and widening of the road crossing that was constructed under the Original Agreement. The road crossing, as reconstructed and widened is hereinafter the "Roadway" and the portion of the Railroad's property where the Roadway crosses the Railroad's property is the "Crossing Area."

The right of way granted by Union Pacific Railroad to the Political Body under the terms of the Original Agreement or a separate document is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening of the Roadway. The portion of Railroad's property that Political Body needs to use in connection with the Roadway (~~including the right of way area covered under the Original Agreement or in a separate document~~) generally described in Exhibit A and is shown on the print marked Exhibit A-1 in the area marked in red and also described in the legal description marked **Exhibit A-2**, with each exhibit being attached hereto and hereby

made a part hereof (the "Crossing Area").

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **THIRTY NINE THOUSAND DOLLARS (\$39,000.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area as described in yellow on the Exhibit A-1 as the existing crossing area and the additional six thousand six hundred (6,600) square feet on the Exhibit A-1 in the area marked in red and as shown on the legals in Exhibit A-2.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Folder No. 2440-65

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimates dated December 18, 2015 and January 6, 2016, marked **Exhibit Cs**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **TWO HUNDRED FORTY SEVEN THOUSAND EIGHT HUNDRED NINETY Dollars (\$247,890.00)** and **ONE HUNDRED FORTY ONE THOUSAND FIVE HUNDRED FORTY FIVE (\$141,545.00)**.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any estimate of other protective service costs that are to be paid by the Political Body or the Contractor in connection with other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the

Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

~~Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.~~

SECTION 15 - AGREEMENT SUPPLEMENTAL

This agreement is supplemental to the Basic Agreement, as herein amended, and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

ATTEST:

CITY OF WEST DES MOINES

[City Clerk] [County Clerk]

By: _____
Printed Name: _____

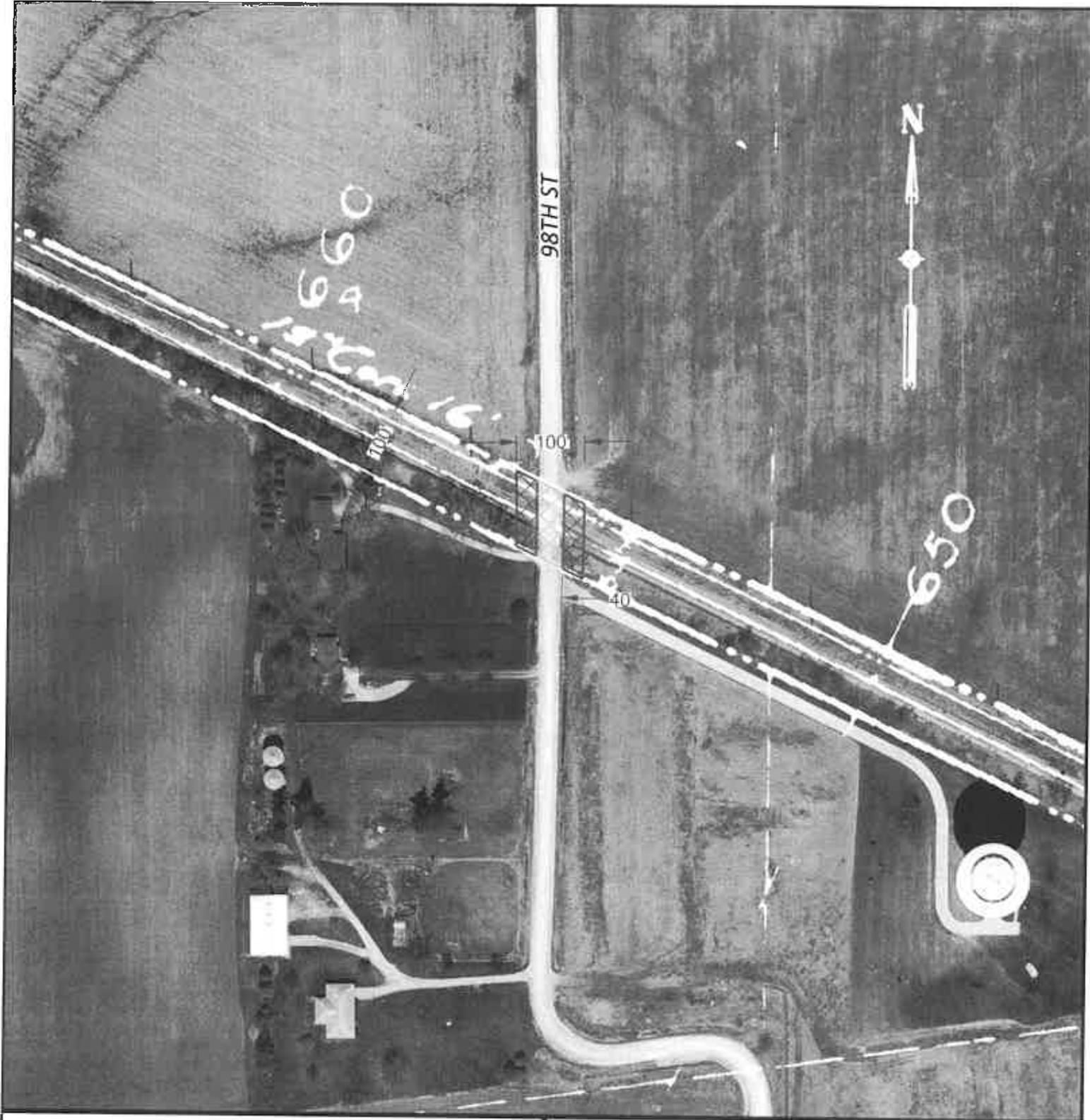
Title: _____

(Seal)

Pursuant to Resolution/Order No. _____
dated: _____, 20__ hereto attached

**EXHIBIT A
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)



LEGEND:

- NEW CROSSING AREA 
- NEW CROSSING AREA = 6,660 SQ. FT. +/-
- EXISTING CROSSING AREA 
- EXISTING CROSSING AREA = 4,000 SQ. FT. +/-
- UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A-1"

UNION PACIFIC RAILROAD COMPANY

WEST DES MOINES, DALLAS COUNTY, IOWA
M.P. 297.81 - WAUKEE IND. LEAD

TO ACCOMPANY AGREEMENT WITH
CITY OF WEST DES MOINES
MAP MSL V- 5C / 3
SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 7-18-2016
PJB FILE: 0244065

| | |
|---------------|---------------------|
| CADD FILENAME | 0244065 |
| SCAN FILENAME | 1A105C03-244065.TIF |

**EXHIBIT A-1
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A-2 will be the print of the legal descriptions of the Crossing Area (see Recitals)

**EXHIBIT B
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

SECTION 1. CONDITIONS AND COVENANTS

- A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.
- C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.
- D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.
- E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same

may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation,

holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices

should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body

and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

TO

PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

EXHIBIT D
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision] [Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B**, **Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

Folder No. _____

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9- ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad _____ Dollars (\$ _____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____

(Name of Contractor)

By: _____
Title: _____

EXHIBIT A

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Provisions For
Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to

procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
 -
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.

- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: August 8, 2016

ITEM: Ordinance Amendment – Amend Title 3 (Business and Licensing), Chapter 7 (Solicitors and Transient Merchants) and Title 9 (Zoning), Chapter 16 (Temporary Use Permits), to modify temporary use and transient merchant regulations and establish new regulations related to mobile vendors – City Initiated - AO-003135-2016

ORDINANCE: Approval of Second Reading of the Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: At their July 18, 2016 meeting, the Plan and Zoning Commission voted 4-0 to adopt a resolution recommending the City Council approve the amendment to Title 3 (Business and Licensing), Chapter 7 (Solicitors and Transient Merchants) and Title 9 (Zoning), Chapter 16 (Temporary Use Permits) to establish new regulations related to mobile vendors, with direction to staff to accommodate allowance of multiple mobile food vendors on a single site, increase the amount of time a vendor can be located on a parcel to eight hours, and explore ways in which enforcement of regulations can be placed on the property owner rather than City staff.

Previous City Council Action:

Vote: 5-0 approval

Date: July 25, 2016

Motion: Approve the first reading of the proposed amendment but directed staff to make recommendations for the permit fees and the maximum number of mobile vendors that can be allowed on a site, and include those recommendations in the proposed ordinance when it comes back for a second reading.

OUTSTANDING ISSUES: Per direction from City Council, staff has made modifications to the proposed ordinance which are shown highlighted and in bold in the attached ordinance. The key items that have been addressed are:

- **Multiple Vendors:** Provisions added for a review process to allow more than one vendor on one site at a given time. The following are the key elements:
 - Allows for a maximum of four (4) units within a grouping on a site.
 - More than one grouping could be allowed on a site with if separated by 1320 feet (1/4 mile).
 - Events with more than four (4) units or in conjunction with an advertised event (such as a car show) could be allowed under the short term temporary use permit process when on private property or a special event permit if on public property.
 - Applicant will need to conduct a parking study of those times and days in which mobile food units are desired. This data will be utilized by staff in determining the maximum number of trucks that can be accommodated on a site.
 - Applicant would submit a Mobile Vendor Permit application for multiple department review to assess safety and intended operation. The City will determine the appropriate number of mobile food units for a site based on the information provided and criteria outlined in code and the application. The City will identify acceptable location for the mobile food units to park, pedestrian areas, and emergency circulation path that must be maintained.
 - The City shall maintains the right to modify the permit request to decrease the number of mobile food units allowed.
 - The City maintains the right to decrease the number of trucks allowed or prohibit multiple food units all together should problems with safety, impact on adjacent streets, or other unforeseen negative impacts arise.
 - The City anticipates utilizing the weekly Development Review Team to evaluate and process mobile vendor permits as this group has staff from Planning, Engineering, and Emergency Response agencies representation.
- **Permit Applications:** Staff created a Mobile Food Unit Permit that all food trucks wishing to operate within the City will need to obtain; and a Mobile Vendor Permit for those property owners desiring to have multiple vendors on their site at one time.

- Fees: Staff time as it relates to mobile food unit licensing and multiple vendor permits will be required for answering questions, inspection of class III and IV mobile food units, review of permit data for completeness, evaluation of site to determine if mobile vendors can be safely accommodated, processing of the permit applications, communications with the applicants, and enforcement. Because of the anticipated amount of staff time involved staff recommends the following fees:
 - Mobile Food Unit License - Class I and Class II: \$280.00/year (no fire inspection required)
 - Mobile Food Unit License – Class III and Class IV: \$350.00/year
 - Multiple Vendor Permit: \$350.00/year

If these fees are determined to be acceptable to the City Council, staff will bring back a resolution in conjunction with the third reading to officially establish the license and permit application fee amounts.

- Existing Long-term Food & Beverage Temporary Use Permits: The City has issued eight (8) long-term food and beverage temporary use permits to allow businesses to have one food truck on their site. When issued, this permit was valid starting May 1st and would expire on September 30th. As part of this ordinance amendment, staff has recommended extending the duration of this type of permit to allow operations from April 1st to October 31st. Staff recommends that any long-term food and beverage permits already issued or in the application process be considered valid to the end of this year.
- Multiple Vendor Permit in addition to Long-term Food & Beverage Temporary Use Permit: The long-term food and beverage permit only allows for one mobile food unit to locate on a site at a given time. If an establishment operating under one of these permits wishes to have multiple vendors, they will need to obtain a Multiple Vendor Permit in addition to the long-term temp use permit. The requirement for the Multiple Vendor Permit provides the City the opportunity to assess the site to ensure that multiple mobile food units can appropriately operate within the subject property.
- Special Event Permits: Per the ordinance, every mobile food unit operating within the City of West Des Moines is required to obtain a Mobile Food Unit License from the City. This is required regardless of operating on private property or operating in conjunction with a special event, even when the event is permitted through the City's Special Event Permit process. Because the license requirement is new and will take time to implement, staff recommends that food trucks attending events occurring between official adoption of this ordinance and September 30th, be allowed regardless whether they have obtained a Mobile Food Unit License from the City.
- Mobile Food Unit Licenses Expiration: Per the ordinance, a Mobile Food Unit License is valid for twelve months (April 15th to essentially midnight on April 14th). Food trucks that obtain a license in the next month or two would be paying full price for a license that is valid for 7-8 months, or less. Instead of expiring in 2017, staff recommends that any Mobile Food Unit License issued between now and April 15th be valid until midnight April 14, 2018. Additionally, to easily identify the vehicle as licensed with the City, code requires the placement of a sticker in the upper corner of the windshield. Like license plate renewals, staff's intention is that the color of the sticker will change each year so that it is obvious whether a food truck has a valid current license. As it will take time to obtain the stickers from the vendor, staff intends to provide the applicant with a paper license that must be kept in the vehicle at all times and displayed on the dash when operating within the City.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the ordinance amendment to Title 3 (*Business and Licensing*), Chapter 7 (*Solicitors and Transient Merchants*) and Title 9 (*Zoning*), Chapter 16 (*Temporary Use Permits*) to establish new regulations related to mobile vendors with provisions to accommodate allowance of multiple mobile food vendors on a single site, increase the amount of time a vendor can be located on a parcel to eight hours, and place enforcement of regulations on the property owner.

Lead Staff Member: Kevin Wilde, Sign and Zoning Administrator 

ATTACHMENTS:

- Exhibit I - Ordinance (*significant changes highlighted and bolded*)
- Exhibit II - Mobile Food Unit License application
- Exhibit III - Multiple Vendor Permit application

Staff Reviews:

| | |
|------------------------|-----|
| Department Director | Yes |
| Appropriations/Finance | |
| Legal | |
| Agenda Acceptance | Yes |

PUBLICATION(S) (if applicable)

| | |
|--|---------------------|
| Published In | Des Moines Register |
| Date(s) Published | July 8, 2016, |
| Letter sent to surrounding property owners | N/A |

SUBCOMMITTEE REVIEW (if applicable)

| | |
|----------------|---|
| Committee | Development & Planning |
| Date Reviewed | June 27, 2016 and July 11, 2016 for information only |
| Recommendation | Yes <input type="checkbox"/> No <input type="checkbox"/> Split <input type="checkbox"/> |

EXHIBIT I

Prepared by: KWilde, WDM Development Services, PO Box 65320, West Des Moines, IA 50265, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 3: BUSINESS AND LICENSING, CHAPTER 7: SOLICITORS AND TRANSIENT MERCHANTS, AND TITLE 9: ZONING, CHAPTER 16: TEMPORARY USE PERMITS, TO MODIFY TEMPORARY USE AND TRANSIENT MERCHANT REGULATIONS AND ESTABLISH NEW REGULATIONS RELATED TO MOBILE VENDORS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

Section 1. Amendment. Title 3: *Business and Licensing*, Chapter 7: *Solicitors and Transient Merchants*, is hereby repealed in its entirety and replaced with the following as the new Chapter 7:

CHAPTER 7: SOLICITORS AND MOBILE FOOD UNITS

3-7-1: PURPOSE

3-7-2: DEFINITIONS

3-7-3: SOLICITOR REGULATIONS AND REQUIREMENTS

3-7-4: MOBILE FOOD UNITS

3-7-5: UNLAWFUL ACTS

3-7-6: SUSPENSION OR REVOCATION OF LICENSE

3-7-7: PENALTY

3-7-1: PURPOSE:

The purpose of this chapter is to protect residents against fraud, protect them from intrusion into the privacy of their homes, and to ensure the safety of the residents by licensing and regulating solicitors and mobile food units.

3-7-2: DEFINITIONS:

APPROVED EVENT: A larger event, such as a farmers market, music festival, or similar activity that has been approved by the city through a special event permit (typically on public property), a temporary use permit (on private property) or a block party permit. An approved event would also include events within the city park with the approval of the Director of Parks and Recreation or their designee.

CATERED EVENT: For the purposes of this title, any event where a business or entity has requested the mobile food unit to provide food for a targeted audience and which the food is served to the customers within a building, structure, or facility and not directly from the mobile food unit, or where the business or entity requesting the service is paying for the food in a single lump sum payment rather than individual patrons paying for their food themselves.

CATERING BUSINESS: A business, social or home catering service providing food and incidental services for a social affair, event, or for a private dwelling, which does not use commercial vehicles that are equipped in any manner for the purpose of the distribution of food directly from such vehicles to individually paying patrons.

MOBILE FOOD UNIT: Any type of annually licensed food establishment that is a readily movable vehicle (on wheels), that is self-propelled (driven), or can be pulled or pushed to a location and used for the vending of food or beverage items to the public.

MOBILE FOOD UNIT CLASSIFICATION: The type of mobile food unit based upon the type of menu items being served and preparation and storage requirements for the defined menu items based upon the Iowa Department of Inspections and Appeals Mobile Food Unit Guide.

MOBILE FOOD VENDOR: A person engaged in the business of selling food or beverages from a mobile food unit.

PERSON: Natural persons, corporations, firms, and organizations of any description, whether acting in person or through agents, employees, or other persons.

PUSH CART: A non-self-propelled mobile food unit that is pushed or pulled by the mobile food vendor to a location and serves a limited offering of food or beverage items.

SOLICITOR: Any person who initiates or attempts to initiate personal contact with other persons at or near residences or businesses, including upon private driveways, parking lots, or public sidewalks in an apparent effort to solicit or attempt to solicit monies or orders for goods, services, subscriptions, or merchandise to be delivered immediately or at a future date.

STATE LICENSING LEVEL CLASSIFICATION: The Iowa Department of Inspections and Appeals has established classification levels for mobile food vendors that will be referenced as a part of this chapter. There are more requirements for each of the levels but in general the levels are as follows:

Class I – Non-refrigerated vending units that serve only intact, non-potentially hazardous commercially prepackaged food and beverages. Examples include chips, crackers, cookies, soda, and sweets in manufacturers packaging.

Class II – Refrigerated or Hot vending units that serve potentially and non-potentially hazardous commercially prepackaged foods from an approved source. Examples include packaged sandwiches, ice cream bars, individually wrapped and cooked hot dogs. No cooking is allowed as part of a Class II unit.

Class III – Units that serve potentially and non-potentially hazardous packaged food and unpackaged foods with limited assembly. These units are limited to pre-cooked foods from an approved source that may be reheated on the unit. Examples include pushcart operations, packaged salads, hot dogs, shaved ice.

Class IV – Units that serve potentially and non-potentially hazardous foods that are prepared, cooked, cooled or reheated and assembled on the unit. Examples include self-contained mobile food units, food trucks and any units that are capable of preparing and producing food items from pre-cooked and/or raw products (meat, fish, poultry, plant foods and dairy products) to finished product for consumption.

TRANSIENT MERCHANT: Any person who engages in a temporary or itinerant merchandising business selling direct to the public from a temporary location or structure through a temporary association with a local property owner or business owner. The term 'transient merchant' does not include mobile food vendors. Transient merchants shall be regulated by the provisions of the Temporary Use Permit regulations within Title 9: Zoning, unless defined and regulated elsewhere within this code.

3-7-3: SOLICITOR REGULATIONS AND REQUIREMENTS:

Any person defined in section 3-7-2 of this chapter as a "solicitor", shall comply with the following requirements:

A. **LICENSE REQUIRED:** No solicitor shall engage in business in the city without having first obtained a license as provided by this chapter.

- B. **LICENSE FEE:** At the time of the submittal of a license application, the applicant shall pay to the city clerk the applicable license fee in addition to the nonrefundable application fee. If after review the determination is made that the request should be denied, the license fee will be refunded.
1. The city council shall establish the amount of the licensee fee for thirty (30) day and ninety (90) day solicitor licenses by resolution.
 2. Any licensee who surrenders his/her license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.
- C. **LICENSE APPLICATION:** An application for a solicitor license shall be filed with the city clerk. The application shall contain the following information:
1. Name, permanent and local address, and local phone number;
 2. Date of birth and physical description;
 3. Company name and address;
 4. Description of merchandise;
 5. Last three (3) places of business, including the complete addresses from which business was conducted;
 6. Applicant's supervisor or manager and his/her local address;
 7. Length of time to be covered by license;
 8. A list of all convictions for criminal misdemeanor offenses (excluding traffic offenses) during the ten (10) years prior to application, and a list of all convictions for criminal felony offenses during the applicant's lifetime. The lists shall include the type of offense, the city, county, and state where the offense occurred, and the date of conviction of each offense;
 9. A list of all pending criminal misdemeanor and felony charges, including the type of offense charged, and the city, county, and state where the offense allegedly occurred.
 10. Applicants who reside in the state of Iowa shall provide, at the applicant's expense, an officially sealed state of Iowa division of criminal investigation (DCI) personal background check to the city, which is dated no more than thirty (30) days prior to the application. Applicants who do not reside in the state of Iowa shall provide, at the applicant's expense, an equivalent personal background check from the applicant's state of residence.
- D. **PHOTOGRAPHING AND FINGERPRINTING OF APPLICANT:** Each applicant shall be fingerprinted and a photograph shall be taken of each applicant by the city's police department and at the applicant's expense.
- E. **ISSUANCE OF SOLICITOR'S LICENSE:** The city clerk, upon review of said license application request with the city's development services department, the police department, and any other appropriate department or agency, shall determine whether a license will be issued to the applicant. A waiting period of not less than five (5) business days from date of application shall be in effect to provide sufficient time for the city clerk's decision making process. In making his/her decision, the city clerk shall consider the following factors:
1. The information in the application is found to be correct.
 2. The required bond is paid.
 3. The applicant has not been convicted of an offense involving sexual abuse and/or a crime requiring sex offender registration.
 4. The applicant has not been convicted of a criminal offense involving serious injury or death to another person, kidnapping, false imprisonment, robbery, burglary, theft, fraud, forgery, identity theft, trespass, harassment, or stalking.
 5. Any other relevant considerations that, in the city clerk's determination, would undermine the stated purposes of this chapter.

F. LICENSE EXEMPTIONS: The following are excluded from the application of this chapter, except such persons or entities must comply with sections 3-7-3 K and 3-7-5 of this chapter:

1. Newspaper carriers.
2. Members of local Boy Scout, Girl Scout, Camp Fire or 4-H Clubs, and Future Farmers Of America, if the sales are to benefit the parent organization in its recognized operation and programs.
3. Students representing local schools or local youth sports organizations conducting projects sponsored by organizations recognized by the schools or youth sports organizations.
4. City, county, state, or federal government officials and employees while in the performance of their official duties.
5. Representatives of any public utility lawfully doing business in the city, while acting in such capacity.

G. CHARITABLE AND NONPROFIT ORGANIZATIONS:

1. Representatives of charitable organizations exempt from federal taxation and/or nonprofit organizations shall be subject to the requirements of this chapter, except that they shall not be required to submit license fees nor provide a bond. They shall be required to submit an application and application fees under section 3-7-3 C of this chapter. In addition to this application, all such organizations shall be required to submit in writing to the city clerk the following information:

- a. Name of organization;
- b. Federal identification number;
- c. A description of the proposed activity, including use for any money solicited;
- d. Period during which activities will take place;
- e. Whether any commissions, fees, or wages are to be charged by the solicitor for his/her efforts and the amount thereof;
- f. Names and addresses of officers and directors of the organization; and
- g. Names and addresses of all people who will be soliciting or distributing in the name of the organization.

2. If the city clerk shall find that the organization qualifies for the exemption provisions and if he/she finds that all required information has been submitted in writing, he/she shall issue a license without payment of the required license fees under section 3-7-3 B of this chapter.

3. The city clerk may elect to waive the application and fee requirements for charitable and nonprofit organizations based upon the following considerations: 1) if there are many persons soliciting on behalf of the organization; 2) if the many persons soliciting on behalf of the organization are all volunteers; 3) if there is a limited duration for the organization's soliciting efforts; and 4) if there is a limited location for the organization's soliciting efforts. The city clerk shall not waive the application and fee requirements for charitable and nonprofit organizations that solicit or attempt to solicit from residences and businesses.

H. BOND: At the time of application, the applicant shall file with the city clerk a personal surety bond in the amount of one thousand dollars (\$1,000.00) conditioned that the applicant shall comply fully with all ordinances of the city and laws of the state of Iowa regulating solicitors and transient merchants, guaranteeing attendance at all scheduled hearings and court appearances, and guaranteeing to any resident of the city that all money paid as a down payment will be accounted for and applied according to the representations of the licensee. Action on such bond may be brought by the person aggrieved and for whose benefit, among others, the bond is given. Said bond shall provide an expiration period not less than twelve (12) months from the date of the application for a license.

I. DISPLAY OF LICENSE: Upon the approval of a solicitor license, the city shall provide each solicitor with a city issued license that the solicitor must wear around his/her neck with a lanyard or upon another conspicuous place on his/her person so that other persons can readily see the license at all times while the person engages in

soliciting. The city clerk may elect to waive these license display requirements based upon the considerations detailed in subsection 3-7-3 G3 of this chapter.

K. HOURS TO DO BUSINESS: All licenses issued to solicitors shall be in force and effect only between nine o'clock (9:00) A.M. and the time of sunset. No soliciting shall occur on nationally recognized holidays. Any person found to be acting as a solicitor without a license, shall also be limited to these hours.

L. PROHIBITED SOLICITOR ACTIVITIES:

1. Prohibited Soliciting: No solicitor shall do business or attempt to do business upon any property on which is posted notice that peddling and/or soliciting is prohibited.

2. Supervisor Or Employer: No person supervising or employing another to solicit or as defined in this chapter shall knowingly allow a person under their supervision or employment to engage in an unlawful act as defined in this section. Each such unlawful act by each employee or supervised person may be charged as a separate offense. There shall be a rebuttable presumption that the supervisor or employer has knowledge of such unlawful acts if a police officer or employee of the city clerk's office gives notice to the supervisor or employer of such unlawful acts and, subsequently, further unlawful acts are committed by the employee or person supervised.

3. Solicitors On Travel Portion Of Streets Or Highways: No person, with or without a solicitor license, shall stand, sit, or otherwise be present in or on the travel portion of a public or private street or highway in order to solicit or attempt to solicit from pedestrians or vehicle occupants. The entire width of the roadway shall be deemed the travel portion of a public or private street or highway, including the edge or curb of the roadway and any median or island that separates directional traffic on the street or highway. Solicitors may submit a written request to the city clerk to be allowed to solicit from a traffic median or island. Any such request shall include a diagram or map indicating the location for the proposed solicitation, and a specific date and time for the proposed solicitation. Upon receiving such a written request, the city clerk shall provide the requesting party with the city's expectations that must be satisfied before the city clerk decides to grant or deny the request. The city clerk shall then grant or deny the request in part or in its entirety.

3-7-4: Mobile Food Units

A. MOBILE FOOD UNIT LICENSING: It shall be unlawful for any person to engage in the sale of food or beverages to the public from a temporary or mobile facility within the corporate limits of the City of West Des Moines without first obtaining a mobile food unit license from the city, in addition to any other state, federal, or county permits, certifications and licenses.

1. A mobile food unit license is an annual license that expires ~~April 15~~ **at 11:59 on April 14** each year and must be renewed prior to the first event after that date.

2. Each mobile food unit shall be licensed separately. No license transfer is allowed.

3. Although certain activities may be exempt from the licensing requirements of this chapter, any food service to the public in the city of West Des Moines is expected to comply with all other local, county and state requirements for health inspections, licensing, safety and fire code requirements.

4. The following shall be exempt from this requirement:

a. Catering businesses.

b. Grilling and food preparation activities of brick and mortar establishments on the establishments premises for immediate consumption by patrons or employees.

c. Concession stands associated with sports or recreational venues that have been approved as part of a site plan or permitted conditional use permit for the venue.

B. LICENSE FEE: At the time of the submittal of a license application, the applicant shall pay to the city clerk the applicable license fee in addition to any application fees.

1. The city council shall establish the amount of the licensee fee by resolution.

2. Any licensee who surrenders their license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

C. FIRE DEPARTMENT INSPECTION:

1. All mobile food units that have cooking facilities or use products with grease laden vapors, (Class III and Class IV state licenses) shall be inspected by the Fire Department prior to initiation of business operations within the city.

2. Inspections are required annually and prior to submittal of a license application to the City. It shall be the obligation of the mobile food vendor to schedule the inspection with the fire department. Class I and II state license classifications are not required to meet this inspection requirement.

3. All Class III and IV mobile food units shall have an acceptable suppression system, as determined by the WDM Fire Department, installed by ~~May 1~~, *April 15, 2017*.

4. Upon completion of the annual fire inspection, ~~a certificate shall be issued to the applicant to verify completion of the fire inspection. Said certificate shall be kept in the vehicle during operation.~~ *If the Fire Department determines that the mobile food unit passes the inspection, the Fire Marshal or his/her designee shall sign the Mobile Food Unit Vendor License application and identify any conditions for operation as deemed appropriate as a result of said inspection.*

5. At the discretion of the WDM Fire Department, they may accept the inspection of the mobile food unit by another city's fire inspector to satisfy the annual inspection requirement. Applicant is obligated to contact the Fire Department to verify whether or not another community's inspection is adequate to fulfill obligation of City of WDM inspection requirements.

D. MOBILE FOOD UNIT VENDOR LICENSING APPLICATION:

1. Application requests shall be filed with the city clerk *on the form provided by the City*. No application request shall be accepted for filing and processing unless it conforms to the requirements of this title. This would include a complete and true application and all of the required materials and information prescribed, accompanied by the appropriate fees.

2. Applications must be submitted not less than ten (10) ~~calendar~~ *business* days prior to the proposed start date of the mobile food unit activities. The city reserves the right to reject any applications that have not been timely submitted to the city. The City Clerk shall have the discretionary right to accept an application made less than 10 *business* days prior to desired start date.

3. Receiving approval of a mobile food unit license from the city shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations.

4. Application shall be made on a form provided by the City and shall include:

a. Full name of the applicant.

b. Applicant's contact information including mailing address, phone numbers and e-mail address.

c. State Health Inspection Certificate with the classification level of the state license *identified*.

d. Description of the kitchen facilities, cooking facilities, preparation area, safety features (suppression system, etc.) of the mobile food unit.

e. Photographs of the mobile food unit ~~from the front, side and back~~.

f. Make, model and year of vehicle to be used.

g. *County, State* and license plate number.

h. Overall size of the vehicle; length and width.

i. ~~Copy of fire department inspection certificate.~~ *Fire Department signature on application confirming a passing Fire Department inspection of Class III and Class IV mobile food units.*

j. Application and License Fee(s)

5. Applications Deemed Withdrawn: Any application received shall be deemed withdrawn if it has been held in abeyance, awaiting the submittal of additional requested information from the applicant, and if the applicant has not communicated in writing with the city and made reasonable progress within thirty (30) days from the last written notification from the city to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

6. Issuance of License: Upon completion of the review process and a determination of compliance with the applicable regulations, the city clerk will issue a mobile food unit license and a sticker. The sticker shall be placed ~~on the front bumper of the mobile food unit on the driver's side~~ **in the upper left (passenger side) of the front windshield** to aid in the visual verification of the licensing for that year.

7. Modification of License after issuance: Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher state licensing level classification, a new application and fire inspection shall be required.

E. MOBILE FOOD UNITS ON PUBLIC PROPERTY: No Mobile Food Unit may be operated on public property except as part of an event approved under a Special Event Permit by the City Clerk's Office or as authorized by the Director of Parks and Recreation, or their designee, within a city park.

F. UNATTENDED MOBILE FOOD UNIT: No mobile food unit shall be left unattended on any site overnight, unless that property is under the ownership of the operator of the unit and in compliance with all other city code requirements. No mobile food unit shall be allowed to be stored on a site that is not zoned appropriately for storage and warehousing, screened in accordance with city code requirements, and/or having received prior city council approval through an entitlement process. Any mobile food unit found unattended shall be considered in violation of these regulations and subject to license revocation, municipal infraction, towing, or any other action legally allowed.

G. MUSIC AND SOUND MAKING DEVICES: The use of music or sound making devices as a part of a mobile food unit shall be prohibited, unless expressly allowed as part of an approved event.

H. MOBILE FOOD UNIT PERFORMANCE STANDARDS: Persons conducting business from a mobile food unit must do so in compliance with the following standards:

1. The mobile food truck vendor must obtain expressed written consent of the property owner to use the business property on which they propose to operate. The written consent must be kept in the unit at all times that the unit is on the property.

2. The operator of the mobile food unit shall display their city license in full view of the public in the unit, and have the annual sticker placed **in the upper left (passenger side) of the front windshield** ~~on the front bumper of the unit on the driver's side.~~

3. Mobile food units shall only be allowed on non-residential properties, unless part of an approved event permit.

4. Mobile food units within 300 feet of a residential use or residentially zoned property, shall be limited to hours of operation between 7:00 a.m. and 10:30 p.m.

5. Mobile food units shall be limited to a maximum duration of ~~five (5)~~ **eight (8)** hours per day on any site, unless part of an approved event permit. A mobile food unit shall be at one location a maximum of ~~four (4)~~ **five (5)** consecutive days per week (Sunday through Saturday).

6. Only one mobile food unit shall be allowed on a property, unless part of an approved event **or the property owner has received a Multiple Vendor Permit**. Mobile food units **not under a multiple vendor permit and** on adjacent properties must maintain a minimum separation between units of fifty feet (50').

7. Mobile food units shall serve patrons which are on foot only; no drive-up service to the mobile food unit itself shall be provided or allowed.

8. The mobile food unit must be located on a paved surface, unless approved as part of an event permit.
9. No mobile food unit may be located on a vacant property or lot with a vacant building.
10. No mobile food unit may operate within 100 feet of a permanent restaurant or business offering food or beverage services unless they receive expressed written consent of the restaurant or business owner.
11. No alcoholic beverages may be sold as a part of a mobile food unit.
12. Any Class I or II mobile food unit, or any Class III or IV units that have a City of WDM approved suppression system, shall maintain a minimum five foot (5') separation from a building as measured to the closest building element including awnings or canopies, tents or membrane structures. Location of the mobile food unit shall not impeded pedestrian entering or exiting of a building. Prior to ~~May 1~~ **April 15, 2017**, a Class III or IV mobile food unit that does not have a suppression system, shall maintain a minimum fifteen foot (15') separation from a building as measured to the closest building element including awnings or canopies, tents or membrane structures.
13. The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand, or create a line that may cause pedestrians to be in the public right-of-way, vehicle travel lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for their order must be available on the property where the mobile food unit is located.
14. With the exception of pushcarts as allowed herein, no mobile food unit shall be placed on a public or private sidewalk. Pushcarts may locate on or adjacent to a private sidewalk or may locate on a public sidewalk as part of an approved event permit, however, a minimum 48" open walkway must be maintained for passing pedestrians. The placement of the pushcart shall be in such a manner so as to minimize encroachment into the 48" walkway by patrons waiting in line for service from the pushcart.
15. Signs are limited to those that are attached to the exterior of the mobile unit and must be mounted flat against the unit and not project more than six (6) inches from the exterior of the unit. No freestanding signs, banners, flags, etc. are allowed. Off-premise signs directing patrons to the mobile food unit are prohibited.
16. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers.
17. The mobile food vendor shall keep the area around the mobile food unit clear of litter and debris at all times.
18. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants *and fire department connections*, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, etc.
19. *No mobile food unit shall be parked in or otherwise impact access to/from ADA parking stalls.*
20. *A non-conforming site to minimum code required number of parking stalls shall not be eligible to have multiple vendors on site.*

I. MULTIPLE VENDOR PERMIT: The intent of allowing multiple food vendors within a site shall be to provide services to a targeted audience and not to create pop-up commercial centers. A property owner may obtain an annual multiple vendor permit from the City to allow more than one mobile food unit on a property at a given time. Said permit shall be valid from 12:00am April 15 to 11:59 April 14. A maximum of four (4) vendors shall be allowed within a grouping within a site with the approval of a multiple vendor permit. Multiple groupings may be allowed within a site if separated by a minimum of 1320 feet (1/4 mile). All mobile food vendors operating within the City of West Des Moines, including those participating under a Multiple Vendor Permit must obtain a Mobile Food Vendor license from the City. The City shall maintain the right to determine the maximum number of mobile food units appropriate for a site. In making that determination the City shall consider the following: adequate emergency access into and through a site, pedestrian safety and presence of potential pedestrian and vehicle conflicts, availability of parking to accommodate the mobile food units and patrons without affecting the functioning of the primary use of the site, and potential impact to adjacent streets and/or properties and other potential safety issues that may arise from or be related to the proposed operation. Additionally, the City shall maintain the right to modify the permit to decrease the number of mobile food units allowed, or prohibit multiple

food units all together should problems arise with regards to safety or negative impacts on the function of the primary use, adjacent roadways, or adjacent properties. Site activities which are deemed to be an event (e.g.: multiple mobile food units within a site in conjunction with an advertised car show) shall be governed and permitted under a Short-term Temporary Use Permit. Additionally, a Short-term Temporary Use Permit shall be required anytime that the number of mobile food units desired for a site exceeds the maximum number allowed under an approved Multiple Vendor Permit.

J. PROPERTY OWNER RESPONSIBILITY: By allowing the mobile food unit on their property, the property owner shares in the responsibility of ensuring that the performance standard listed above and the safety of pedestrians and access of emergency vehicles to and around the site are maintained. Failure to do so could result in the property owner being party to any enforcement actions or penalties allowed by law, including, but not limited to, the alteration or revocation of a multi-vendor permit.

3-7-5: UNLAWFUL ACTS:

A. Fraudulent Representation/Harassment: No licensee shall falsely or fraudulently misrepresent the quality, character, or quantity of any article, item, or commodity offered for sale, or sell any unwholesome or tainted food or foodstuffs. No licensee shall harass, intimidate, coerce, or threaten any individual to induce a sale.

B. Failure of any applicant to maintain the appropriate county, state and federal licenses and permits, during the term of the local license or permits shall be considered an unlawful act and subject to revocation or any other penalties available to the city.

3-7-6: SUSPENSION OR REVOCATION OF LICENSE:

A. Any license issued under the provisions of this chapter may be suspended or revoked by the city as follows:

1. Grounds - The city clerk may suspend any license issued under this chapter, pending the outcome of an administrative hearing, for any of the following reasons:

a. The licensee has made fraudulent statements in his/her application for the license or in the conduct of his/her business.

b. The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.

c. The licensee has conducted his/her business in such manner as to endanger the public welfare, safety, order, or morals.

d. The city clerk has received and investigated three (3) or more found complaints during the licensed period related to the manner in which the licensee is conducting business.

2. Notice: The city clerk shall have the licensee served with notice either in person or by regular mail to the licensee's address shown on the license application notifying them of the license suspension, the specific reason(s) for such action, and date and time of hearing with the city clerk to review the particulars of the suspension. The licensee shall be prohibited from any further activities covered by the license until such time that the hearing has been held and a determination of suspension and revocation resolved.

3. Hearing: A hearing shall be conducted by the city clerk not more than five (5) business days after he/she has suspended a license. The licensee and any complainants may be present to determine the truth of the alleged violation of this chapter. Should the licensee or his/her authorized representative fail to appear without good cause, the city clerk may proceed with the hearing and make his/her findings.

3. Revocation: After the city clerk has reviewed the facts, he/she shall revoke a license if he/she finds by the preponderance of the evidence that a violation has occurred. The revocation shall be effective immediately.

4. Appeal: If the city clerk revokes or refuses to issue a license, the licensee or the applicant shall have a right to a hearing before the municipal code hearing officer as provided in section ~~4-4-9~~ of this code. The municipal code hearing officer may reverse, modify, or affirm the decision of the city clerk.

5. Effect Of Revocation: Revocation or denial of any license shall bar the licensee or applicant from being eligible for any license under this chapter for a period of one year from the date of the revocation or denial. There shall be no refund of any fees for any revocation.

3-7-7: PENALTY:

Commission of any act declared unlawful and in violation of the provisions of this chapter shall constitute a simple misdemeanor punishable as provided in Iowa Code section 903.1. Failure to comply with the provisions of this chapter shall also constitute a municipal infraction, punishable pursuant to section 1-4-1 of this code.

Section 2. Amendment. Title 9: Zoning, Chapter 16: Temporary Use Permits, Section 5: Uses Permitted With A Temporary Use Permit, Paragraph A, is hereby amended by removing the text in strikethrough lettering and inserting the text in bold and underlined lettering:

9-16-5: USES PERMITTED WITH A TEMPORARY USE PERMIT:

A. The following uses are eligible for a temporary use permit, provided they satisfy the following criteria:

~~Caretaker's dwelling during construction.~~

~~Construction yards, offices, sheds, and trailers.~~

Grand openings and planned events held on private properties that do not create anticipated significant impacts to city property or right of way.

Group assembly activities (e.g., carnivals, fairs, rodeos, sport events, concerts, worship services, and shows).

Parking lot sales, sidewalk sales (private sidewalks only), clearance sales, or other temporary uses which, in the opinion of the director of development services or designee, are similar to the uses listed in this section.

~~Real estate sales offices and model homes.~~

Retail sales of Christmas trees.

Retail sales of landscape nursery material.

Retail sales of pumpkins.

Stands for the sale of agricultural produce.

Temporary concrete and asphalt mixing and storage facilities in accordance with regulations elsewhere in this chapter.

Temporary food and beverage uses **not regulated as a mobile food unit under the provisions of Title 3: Business and Licensing.**

Other temporary uses which, in the opinion of the director of development services or designee, are similar to the uses listed in this section.

Section 3. Amendment. Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 7: *Specific Requirements*, Paragraph C, *Lot and Sidewalk Commercial Activities*, is hereby amended by modifying paragraph 2, to read as follows and deleting paragraph 5:

2. Maximum Duration: ~~Four (4)~~ **Two (2)** consecutive days, not to exceed ~~four (4)~~ **eight (8)** events within a calendar year. This time limitation shall be accordingly reduced if any grand openings or planned events, pursuant to subsection D of this section, have occurred within the same calendar year.

~~5. Transient Merchants: Transient merchants shall be subject to the licensing requirements of section 3-7-4 of this code. Said license shall be secured prior to issuance of a temporary use permit.~~

Section 4. Amendment. Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 7: *Specific Requirements*, Paragraph D, *Grand Openings And Planned Events Held On Private Properties That Do Not Create Anticipated Significant Impacts To City Property Or Right Of Way*, by modifying paragraph 2 to read as follows:

2. Maximum Duration: ~~Four (4)~~ **Two (2)** consecutive days, not to exceed ~~four (4)~~ **eight (8)** events within a calendar year. This time limitation shall be accordingly reduced if any lot or sidewalk commercial activities, pursuant to subsection C of this section, have occurred within the same calendar year.

Section 5. Amendment. Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 7: *Specific Requirements*, Paragraph F, *Real Estate Sales Offices and Model Homes*, is hereby amended by removing said Paragraph F in its entirety.

~~F. Real Estate Sales Offices And Model Homes:~~

~~1. Permitted Zone Locations: All residential zones.~~

~~2. Maximum Duration: Twenty four (24) months.~~

~~3. On Site Sales Office: On site temporary real estate sales office or temporary model home complex may be established only within the boundaries of a residential subdivision, as an accessory facility, for the limited purpose of conducting sales of lots within the same subdivision.~~

~~4. Off Site Sales Office: Off site sales or offers to sell off site lots or dwelling units, from any temporary office or trailer complex established pursuant to this section shall not be permitted unless such a temporary use permit is approved by the city.~~

~~5. Definition Of Off Site Sales Office: "Off site lots" shall mean those lots outside the boundaries of a residential subdivision, which subdivision contains an approved real estate sales office or model home complex, and which lots are not adjacent to or contiguous with that subdivision.~~

~~6. Requirements: Any temporary real estate sales office or model home established or maintained pursuant to this section shall meet all of the following requirements:~~

~~a. Receipt by the city of an agreement and a cash deposit or surety bond in a form approved by the city's finance director and the director of development services or their respective designees in an amount sufficient to guarantee to the city the removal of the sales office or model home complex, or the restoration of the premises in conformity with the approved development plan and with the applicable provisions of this code within sixty (60) days after the last residence or lot within the subdivision has been sold and escrow closed. If, after sixty (60) days, no action has been taken to restore the site or premises, the city may take action to restore the site by utilizing the bond or monies deposited or other methods at its disposal.~~

- ~~b. Screening of parking areas by walls, fencing, landscaping, or other methods shall be provided as approved by the director of development services or designee.~~

Section 6. Amendment. Title 9: Zoning, Chapter 16: Temporary Use Permits, Section 7: Specific Requirements, Paragraph H, Construction Yards And Offices, and Paragraph I, Caretaker's Dwelling, are hereby amended by deleting said paragraphs in their entirety.

~~H. Construction Yards And Offices:~~

- ~~1. Permitted locations: Any zoning district, provided that said yards and offices are located on or immediately adjacent to the site of development.~~
- ~~2. Duration: During construction of a project or a phase of a project and until sixty (60) days thereafter.~~

~~I. Caretaker's Dwelling:~~

- ~~1. Permitted zone locations: All zoning districts.~~
- ~~2. Maximum duration: Only during the construction phase of a building or site.~~
- ~~3. Other: Only one adult caretaker may reside on the site during nonconstruction hours, provided sanitary facilities are available to said individual.~~

Section 7. Amendment. Title 9: Zoning, Chapter 16: Temporary Use Permits, Section 7: Specific Requirements, Paragraph K, Temporary Food and Beverage Facilities, is hereby amended by removing the strikethrough lettering and inserting the underlined text in bold lettering,

K. Temporary Food And Beverage Facilities: Short term temporary food and beverage facilities **that are not regulated as a mobile food unit** shall comply with the regulations stated elsewhere in this chapter for lot and sidewalk commercial activities, grand openings, and planned events held on private properties that do not create anticipated significant impacts to city property or right of way.

Long term temporary food and beverage facilities are temporary facilities that dispense food or beverages from a specific location for a period longer than would be allowed under the short term temporary use regulations and which are not on wheels and are not easily portable or movable, such as a shed or kiosk. Mobile or movable temporary food and beverage facilities (i.e. food trucks and push carts) are regulated under Chapter 7: Business and Licenses.

Long term temporary food and beverage facilities shall comply with the following standards:

1. Permitted Zone Locations: All nonresidential zoning districts.
2. Maximum Duration: ~~May 1~~ **April 1** through ~~September 30~~ **October 31** of a calendar year, inclusive.
3. Maximum Square Footage Of Structure: One hundred sixty (160) square feet.
4. Health Standards And Licensing: The applicant must obtain licensing, ~~liquor permits~~, certificates of inspection, or any other documentation necessary to comply with all applicable requirements of the state, county, or municipality regarding health standards ~~and for seasonal liquor license~~, whenever applicable.
- ~~5. Waste Disposal: The applicant shall provide, as determined by the director of development services or designee, adequate facilities for disposal of trash, waste, and grease.~~

- ~~6. Water Service: The structure used for the dispensing of food and beverage shall provide self-contained hot and cold running water with appropriate holding facilities for wastewater.~~
- ~~7. Wastewater Disposal: Any wastewater shall be collected and disposed in a manner acceptable to the city and shall be explained in the application for a permit.~~
- ~~8. Restroom Facilities: Permanent restroom facilities shall be provided in an adjacent building at all times during the temporary use activity. No portable restroom facilities shall be allowed.~~
- ~~9. Indemnification And Proof Of Insurance: The owner or operator of any long term temporary food and beverage facility shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the state in the limits of at least one million dollars (\$1,000,000.00) for each personal injury accident and/or death; one million dollars (\$1,000,000.00) for each aggregate personal injury and/or death; and one million dollars (\$1,000,000.00) for each property damage accident. The evidence shall name the city as a coinsured and shall state that it cannot be canceled or materially altered without giving the city at least thirty (30) days written notice by registered mail, return receipt requested.~~

~~The owner or operator of the long term temporary food and beverage facility, or the property owner shall execute an agreement, acceptable to the city, which indemnifies and holds harmless the city from any and all liability, damages, claims, costs, expenses, interest, and reasonable attorney fees relating to the long term temporary food and beverage facilities on their property.~~

- ~~10- 5. Electrical Service: Electrical service shall be provided as follows: a) overhead power connection with a minimum clearance above grade of fourteen feet (14'); b) installation of an underground conduit; or c) other method acceptable to the city. The use of an overhead connection shall only be allowed in those areas where overhead electrical service exists. Use of an extension cord, cable or wire laying on the ground or otherwise connected to a power source is expressly prohibited for long term temporary food and beverage uses. An electrical permit shall be obtained prior to any electrical installation or connection.~~
- ~~11. Screening Of Wheels And Axle: If a structure brought onto a site for dispensing food and beverages is a trailer, an apron or shroud, acceptable to the director of development services or designee, shall be placed around the base of the structure to screen the wheels and axle.~~
- ~~12- 6. Signage: No detached or freestanding signage shall be permitted **except with the issuance of a short term temporary sign permit.** The maximum amount of allowed wall signage shall be based upon one foot (1') of sign for each foot of length on the longest side of the structure. All other provisions of the city's sign code shall apply.~~
- ~~13. 7. Removal: At the expiration of the annual temporary use permit, ~~any structures, barricades, seating facilities elements, or other facilities~~ all things associated with the temporary use shall be removed from the site in accordance with provisions stated in section 9-16-6 of this chapter. No temporary food and beverage facilities shall be allowed to be stored on a site that is not zoned appropriately for storage and warehousing, screened in accordance with city code requirements, and/or having received prior city council approval through an entitlement process for storage and warehousing.~~

Section 8. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 9. Savings Clause. If any section, provision, sentences, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentences, clause, phrase or part hereof not adjudged invalid or unconstitutional.

Section 10. Violations and Penalties. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

Section 11. Other Remedies. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

Section 12. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2016, and approved this _____ day of _____, 2016.

Steven K. Gaer, Mayor

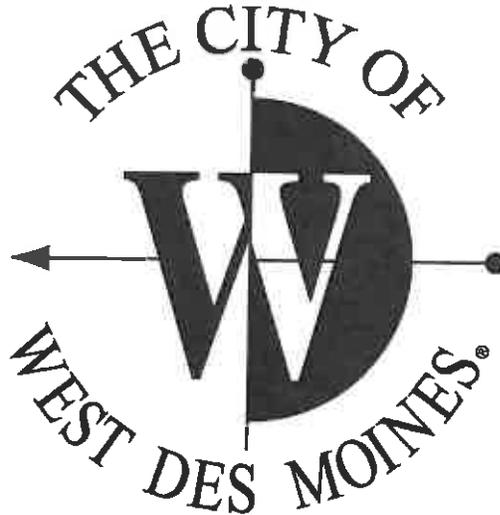
ATTEST:

Ryan Jacobson
City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2016, and was published in the Des Moines Register on _____, 2016.

Ryan Jacobson
City Clerk

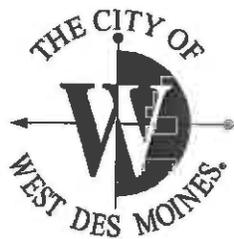
Mobile Food Unit Vendor Application



Submit Application to:

City Clerk's Office
4200 Mills Civic Parkway, Suite 2B
P.O. Box 65320
West Des Moines, IA 50265-0320
515-222-3600
www.wdm.iowa.gov

***** Note: Changes from that indicated within this application will require the submittal of a new application for review, payment of new application fees and City approval. This includes changes to State identified mobile food unit classifications.***



Mobile Food Unit Vendor Application

**NO APPLICATION CAN BE ACCEPTED FOR REVIEW UNLESS
ALL REQUIRED INFORMATION IS SUBMITTED.**

(Review completed within 10 business days from date of submittal)

**Application Fees: State Classifications I and II = \$280.00/year
State Classifications III and IV = \$350.00/year**

GENERAL INFORMATION

Name of Business: _____

Mobile Food Unit Owner Information:

Name: _____

Mailing Address: _____

Email: _____

Phone Number: _____

- State classification: (circle appropriate) Class I Class II Class III Class IV
 - Provide a copy of the State Health Inspection Certification
 - Class III and Class IV mobile food units require an inspection by the City's Fire Department. Signature of inspector on this application is required.
Fire Inspections are by appointment: call 515-222-3420 to schedule.
- Make, model and year of mobile food unit: _____
- County, State and License Plate Number: _____
- Length of mobile food unit: _____ Width of mobile food unit: _____
- Description of kitchen facilities, cooking facilities, preparation areas, and safety features (suppression system, etc.): _____

- Provide photos of mobile food unit with application.

**Applicant is responsible for obtainment of all state or federal approvals,
permits, and licenses required.**

Applicant's Signature: _____

By (print name): _____

Date: _____

Staff Use:

THE MOBILE FOOD UNIT SUBJECT OF THIS APPLICATION HAS BEEN INSPECTED BY THE WEST DES MOINES FIRE DEPARTMENT OR AN ACCEPTABLE METRO AGENCY AND APPROVED FOR OPERATION WITHIN THE CITY OF WEST DES MOINES.

Inspector Signature: _____

Name (printed): _____

Date of Inspection: _____

Inspection Valid through midnight April 14, _____

Fire Department Conditions and/or Comments: _____

THE MOBILE FOOD UNIT SUBJECT OF THIS APPLICATION HAS BEEN APPROVED FOR OPERATION WITHIN THE CITY OF WEST DES MOINES. OPERATION OF MOBILE FOOD UNIT SHALL BE IN ACCORDANCE WITH ALL REGULATIONS ESTABLISHED IN TITLE 3, CHAPTER 7, SECTION 4 AND ANY OTHER RESTRICTIONS PLACED AS PART OF A MULTIPLE VENDOR PERMIT FOR A PROPERTY UPON WHICH THE TRUCK IS LOCATED.

By: _____
Ryan T. Jacobson, City Clerk

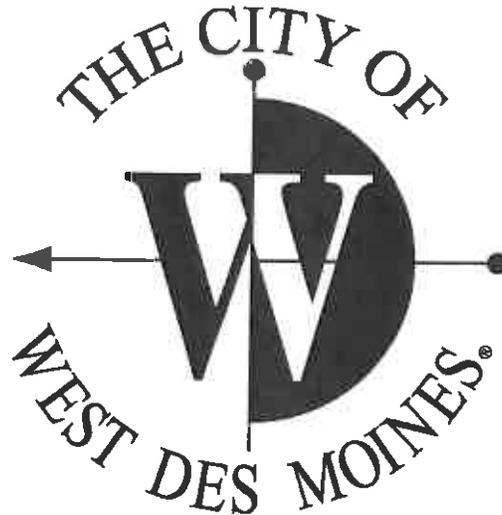
Date: _____

Permit #: _____

Said permit shall be valid from _____ to midnight April 14, _____.

**** Permit shall be affixed to or located within the mobile food unit at all times that the mobile food unit is operating within the City of West Des Moines.**

Multiple Vendor Application



Submit Application to:

City Clerk's Office
4200 Mills Civic Parkway, Suite 2B
P.O. Box 65320
West Des Moines, IA 50265-0320
515-222-3600 (phone)
www.wdm.iowa.gov

***** Note a change or expansion in operations from that indicated on this application, including, but not limited to, changes in days of week indicated, changes in times desired and changes in mobile food unit locations, will require the submittal of a new application for review, payment of new application fees and City approval.***



Multiple Vendor Application

NO APPLICATION CAN BE ACCEPTED FOR REVIEW UNLESS ALL REQUIRED INFORMATION IS SUBMITTED.

(Review completed within 10 business days from date of submittal)

Application Fee: \$350.00/year

GENERAL INFORMATION

Name of Business/Complex Name _____

Address: _____

Property Owner: _____

Name of Primary Contact: _____

Email of Primary Contact: _____

Phone Number of Primary Contact: _____

An aerial photo of site at a scale large enough to discern site details such as parking stalls, circulation drives, building entrances, etc. must be included with the application. The aerial photo shall include the entire site, not just the area where multiple vendors are desired. If site is too large, one illustration of entire site may be provided and secondary illustration of vendor area provided.

(Aerial photos may be obtained from the respective County Assessors website, Google Earth, Bing, etc.)

Indicate the following on the aerial:

- Desired location for mobile food units to set-up.
- Orientation of mobile food units (within or across parking stalls).
- Service side of mobile food units.
- Location of food ordering staging area where customers will gather for each mobile food unit.
- Location of any areas intended for on-site consumption of food and notation of amenities to be provided (number and location of tables, benches, trash receptacles, etc.)
- Parking areas to be utilized by mobile food vendors' customers driving to the site.

In addition to the aerial illustration, provide the following information:

- Land uses within the site (office, retail, restaurant, etc.) and gross floor area (GFA) of each use:
Use: _____ Square Footage: _____
Use: _____ Square Footage: _____
Use: _____ Square Footage: _____
- Total number of non ADA parking stalls existing within the site: _____
- Anticipated time that mobile food units will be on-site:
Start Time: _____ End Time: _____
*** Note per code, mobile food units may only be on site a maximum of eight (8) hours.*
- Completed parking analysis worksheet (see attached example).
 - Parking analysis shall be done for those days of the week in which multiple food vendors are desired on site (i.e.; office developments analyze appropriate weekdays; retail development may need to add/subtract days of the week accordingly).
 - Counts shall be taken for each hour between the start and end times indicated for each day for which mobile food units are desired on site. Count should be made within the first 15 minutes of each hour.

The determination of the maximum number of mobile food units to be allowed on a given site will be based upon regulations in code in conjunction with the following:

- The average number of parking spaces available at desired times. (Assumes 3 stalls required per mobile food unit parking perpendicular across a stall (adjusted for vehicle length indicated); or 2 stalls required per mobile food unit if park traditionally within a stall (one stall for the mobile food unit + one for customers: adjusted if necessary due to vehicle width)).
- A maximum 4 mobile food units allowed within a grouping. Multiple groupings may be allowed, but must be separated by a minimum of 1320 feet (1/4 mile).
- The impact of the location of the mobile food units on primary emergency services circulation routes.
- The impact of the location of mobile food units on accessibility to fire hydrant and fire department connections (FDCs).
- Number of pedestrian and vehicle conflict points. This includes vehicles off/for the primary business accessing/circulating within the site, as well as conflicts between customers and mobile food units.
- The proximity of customers either waiting for food or consuming on site to vehicle use areas.
- The degree of possibility that mobile food unit locations within a site may negatively impact adjacent roadways.
- The degree of possibility that the mobile food unit locations within a site may negatively impact adjacent properties.
- Potential safety issues arising from or related to the proposed operation(s).

*** Note, A site that does not provide the minimum code required number of parking stalls shall not be eligible to have multiple vendors on site.*

STAFF USE ONLY:

- Number of stalls required by Code for site: _____
- Number provided within site: _____
- Average number of stalls available per parking analysis: _____

CERTIFICATION

NOTE: ALL APPLICATIONS MUST HAVE SIGNATURE(S) OF THE CURRENT PROPERTY OWNER(S) OR INDIVIDUAL WITH THE PROPER POWER OF ATTORNEY OR AUTHORIZATION TO SUBMIT SAID APPLICATION.

Owner's Signature and Consent

I/we, _____ am/are the owner(s), authorized representative(s) for a corporate owner, person with power of attorney for the owner/owners, of said property. I/we personally swear and affirm that this application has been prepared in compliance with the requirements of the City of West Des Moines Municipal code as printed herein and that the statements and information above referred to are in all respects true and correct to the best of my/our knowledge and belief. Further, I/we hereby submit this application for review and consideration by the City of West Des Moines, Iowa in compliance with the requirements of the City of West Des Moines Municipal Code.

I/we understand that as the property owner(s) I/we am/are agree to ensure that the performance standards specified in Title 3, Chapter 7, Section 4: Mobile Food Units are met, the safety of pedestrians is protected and the access for emergency vehicles in and around the site is maintained. I/we understand that failure to do so could result in any enforcement actions or penalties allowed by law, including, but not limited to the alteration (decrease in number of mobile food units allowed) or revocation of the multiple vendor permit.

I/we understand that in addition to the multiple vendor permit, all mobile food vendors units within the City of West Des Moines must also obtain a Mobile Food Vendor license from the City Clerk's office. I/we understand that Mobile Vendors which meet state classifications class III or IV are also required to be inspected by the City's Fire Department. As the property owner, I/we agree to ensure that all vendors operating within their site have the proper licenses and inspections

By submitting this application, I/we grant the City permission to access the property at any time for the purposes of on-site inspections and enforcement.

Signature of Legal Property Owner/Authorized Individual

Date

Signature of Legal Property Owner/Authorized Individual

Date

The intent of allowing multiple food vendors within a site shall be to provide services to a targeted audience and not to create pop-up commercial centers. Site activities which are deemed to be an event (e.g.: multiple mobile food units within a site in conjunction with an advertised car show) shall be governed and permitted under a Short-term Temporary Use Permit. Additionally, a Short-term Temporary Use Permit shall be required anytime that the number of mobile food units desired for a site exceeds the maximum number allowed under an approved Multiple Vendor Permit.

To be completed by and signed by authorized City Personnel:

Multiple Vendor Permit

THE PROPERTY SUBJECT OF THIS APPLICATION HAS BEEN APPROVED FOR A MAXIMUM OF 1 2 3 4 (circle appropriate) MOBILE FOOD UNITS AT ONE TIME IN THE TRUCK PARKING AND PATRON STAGING LOCATIONS AS IDENTIFIED ON THE ATTACHED PERMIT ILLUSTRATION. IN ADDITION, THE EMERGENCY PATHWAY(S) IDENTIFIED ON THE ILLUSTRATION SHALL BE REMAIN UNOBSTRUCTED AT ALL TIMES.

By: _____

Name: _____

Title: _____

Date: _____

Permit Number: _____

Permit Valid: _____ through April 14, _____.

Example Parking Study:

Dates of study: May 5 - 9

| <u>Day of week</u> | <u>Hour studied</u> | <u># stalls utilized</u> | <u># empty</u> |
|--------------------|---------------------|--------------------------|----------------|
| Monday | 11:00 | 74 | 22 |
| Monday | 12:00 | 68 | 28 |
| Monday | 1:00 | 86 | 10 |
| Wednesday | 11:00 | 72 | 24 |
| Wednesday | 12:00 | 64 | 32 |
| Wednesday | 1:00 | 84 | 12 |
| Friday | 11:00 | 70 | 26 |
| Friday | 12:00 | 62 | 34 |
| Friday | 1:00 | 66 | 30 |
| Friday | 4:00 | 80 | 16 |
| Friday | 5:00 | 52 | 44 |
| Friday | 6:00 | 24 | 72 |

If approved, the above study would accommodate a request to allow vendors on site from 11:00 to 2:00 on Monday and Wednesday, and from 11:00 to 2:00 and 4:00 to 7:00 on Friday.

NO CHANGES FROM PREVIOUS READING

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: August 8, 2016

ITEM: Ordinance Amendment – Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Section 2 (Definitions); Amend Title 9 (Zoning), Chapter 5 (Agriculture/open Space and Residential Zoning District), Section 8 (Open Space/Agricultural and Residential Use Regulations); and Amend Title 9 (Zoning), Chapter 10 (Performance Standards), Section 4 (Specific Use Regulations), to add regulations and performance standards pertaining to scoreboards as part of stadium and recreational facilities – City Initiated – AO-003136-2016

Ordinance: Approval of Second Reading, Waive Third and Adopt

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Section 2 (Definitions) to add definitions for Recreational Facility, Scoreboard, and Stadium; Title 9 (Zoning), Chapter 5 (Agriculture/Open Space and Residential Zoning District), Section 8 (Open Space/Agricultural and Residential Use Regulations) to identify scoreboards associated with Elementary and Secondary Schools as a Permitted (P) use in the residential zoning districts; and Amend Title 9 (Zoning), Chapter 10 (Performance Standards), Section 4 (Specific Use Regulations) to add a section containing regulations and performance standards for scoreboards.

This request stems from the desires of the WDM School District to modify the existing scoreboard within Valley Stadium to implement a video board component and in the future to potentially add a video board at the high school at the south end of the existing track.

Previous City Council Action:

Vote: 5-0 approval.

Date: July 25, 2016

Motion: Adopt a resolution recommending the City Council approve the ordinance amendment.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third and adopt the ordinance in final form to add regulations and performance standards pertaining to scoreboards as part of stadium and recreational facilities, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Lynne Twedt

STAFF REVIEWS:

| | |
|------------------------|--|
| Department Director | |
| Appropriations/Finance | |
| Legal | |
| Agenda Acceptance | |

PUBLICATION(S) (if applicable)

| | |
|--|----------------------------|
| Published In | <i>Des Moines Register</i> |
| Date(s) Published | July 8, 2016 |
| Letter sent to surrounding property owners | N/A |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|---|-----------------------------|--------------------------------|
| Committee | Development and Planning | | |
| Date Reviewed | June 27, 2016 | | |
| Recommendation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

ATTACHMENTS:

Exhibit I - Proposed Ordinance Amendment

S:_Development Projects\Ordinance Amendments\Scoreboards\AO-003136-2016_SR_Scoreboards_08-08-2016_CC 2nd Reading_waive 3rd_Adopt.doc

Prepared by: L. Twedt, West Des Moines Development Services, PO Box 65320, West Des Moines, IA 50265. 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9, "ZONING", CHAPTER 2, "ZONING RULES AND DEFINITIONS", SECTION 2 "DEFINITIONS" AND TITLE 9, "ZONING", CHAPTER 5, "AGRICULTURAL/OPEN SPACE AND RESIDENTIAL ZONING DISTRICT", SECTION 8 "USE REGULATIONS" AND TITLE 9, "ZONING", CHAPTER 10, "PERFORMANCE STANDARDS", SECTION 4 "SPECIFIC USE REGULATIONS"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

SECTION 1: Title 9, Chapter 2, Section 2, "DEFINITIONS" is hereby amended by adding the following underlined text:

9-2-2: DEFINITIONS:

RECREATIONAL FACILITY - a public or private building, structure, enclosure, field or defined area used for a specific purpose or function usually related to a competitive or sporting activity, exercise or relaxation.

SCOREBOARD: An on-site structure used exclusively to transmit to patrons of a stadium or recreational facility information primarily related to the activity occurring in the facility through the use of moving or static letters, numbers, images, designs, graphic representations or other visual or audio depictions.

STADIUM - a place or venue used primarily for indoor or outdoor sports, concerts or other events consisting of a field or stage either partly or completely surrounded by a tiered structure designed to allow spectators to stand or sit and view the event.

SECTION 2: Title 9, Chapter 5, Section 8, "OPEN SPACE/AGRICULTURAL AND RESIDENTIAL USE REGULATIONS" is hereby amended by adding the following underlined text:

TABLE 5.5 ACCESSORY STRUCTURES

| Land Uses | OS | RE | RS | R-1 | SF-CR | SF-VJ | MH | RM | RH |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 48Antennas, satellite dish (noncommercial) | P | P | P | P | P | P | P | P | P |
| 48Antennas, satellite dish (commercial) | | | | | | | | | |
| Communications facilities except antennas, towers, satellite dishes, etc. | P | P | P | P | P | P | P | P | P |
| Towers, antennas, satellite dishes, etc. | Pc | Pc | | | | | | | |
| Garages, private | P | P | P | P | P | P | P | P | P |
| Greenhouse, noncommercial | P | P | P | P | P | P | P | P | P |
| Small wind energy conversion systems | Pc | Pc | Pc | Pc | Pc | Pc | | | |
| Swimming pool/spa | P | P | P | P | P | P | P | P | P |
| <u>Scoreboards, associated with schools, recreational uses or stadiums</u> | <u>P</u> |

SECTION 3: Title 9, Chapter 10, Section 4, "SPECIFIC USE REGULATIONS" is hereby amended by adding the following underlined text:

A. The following standards shall apply to all zoning districts unless noted otherwise in this Title:

19. Scoreboards: Scoreboards are accessory to the primary use of a stadium or recreational facility. The current technology available for scoreboards with video display capabilities creates concern for public safety due to the potential distraction to the motoring public viewing the scoreboard from adjacent roadways and the potential intrusion of light and sound into adjacent properties. Every effort should be made in the design and placement of the scoreboard to limit and screen the view of any video display component of the scoreboard from the general public. If the scoreboard cannot be screened to adequately limit its view to patrons of the stadium or recreational facility, presumed to be screening which does not prevent a continuously unobstructed view to the general public of more than five seconds, the following performance standards shall apply:

- a. Full use of all capabilities of the scoreboard shall be allowed only when an event is in progress within the stadium or recreational facility.
- b. Full use of all capabilities of the scoreboard during the day of an event shall be limited to pre-game warm ups, game duration and post-game postings.
- c. Use of the scoreboard during athletic practices and activities with limited spectator involvement shall be limited to score and timing functions and shall not utilize any video display that may be a part of the scoreboard's capabilities.

SECTION 4. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 5. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this ____ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

NO CHANGE FROM PREVIOUS READING

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Amendment No.1 Ashworth Corridor Urban Renewal Area - City Initiated **DATE:** August 8, 2016

ORDINANCE: Approval of Second Reading, Waive Third Reading, and Adoption in Final Form

FINANCIAL IMPACT: The City anticipates spending approximately \$28 million which will include road improvements to Ashworth Road and to 98th Street as well as economic development incentives as the City's local match under the High Quality Jobs Program in the form of a five (5) year sliding scale property tax rebate, which include the development agreement with ePATHUSA, INTL FCStone Inc. and Newport Building, LLC, a company affiliated with R&R Development. Newport Building, LLC plans to construct an approximately 75,000 square foot office building. INTL FCStone Inc. will occupy approximately 25,000 square feet and create 50 new jobs which will qualify for financial assistance under the High Quality Jobs Program from the Iowa Economic Development Authority. ePATHUSA will be leasing up to 3,600 square feet of space and creating five (5) new jobs which will also qualify for financial assistance under the High Quality Jobs Program. To be eligible for these funds, the City is required to provide a local match. The local incentive to INTL FCStone Inc. and ePATHUSA is expected to be in the form of an incremental property tax rebate provided through a Development Agreement.

BACKGROUND: Staff has initiated the process to amend the Ashworth Corridor Urban Renewal Plan. The Ashworth Corridor Urban Renewal Plan was originally adopted in 2009, and is now being amended by this Amendment No. 1 to add land to the Urban Renewal Area boundary; identify new urban renewal projects; update the previously identified urban renewal projects and to include the project area for the new INTL FC Stone Operations. The Area does not have a frozen base value as debt was never certified for this Urban Renewal Area.

PREVIOUS COUNCIL ACTIONS

Vote: 5-0 for approval

Date: July 25, 2016

Motion: Approval of the First Reading of the Ordinance,

OUTSTANDING ISSUES: There are no outstanding issues regarding this proposed amendment.

RECOMMENDATION: Staff recommends the approval of the 2nd /3rd reading of the Ordinance amending the TIF District.

Lead Staff Member: Clyde Evans

STAFF REVIEWS

| | | |
|------------------------|--|------------|
| Department Director | Clyde Evans, Community and Economic Development Department | <i>CEV</i> |
| Appropriations/Finance | <i>ME</i> | |
| Legal | <i>RTG</i> | <i>JS</i> |
| Agenda Acceptance | | |

PUBLICATION(S) (if applicable)

| | |
|--|-------------|
| Published In | DM Register |
| Date(s) Published | 6/3/16 |
| Letter sent to surrounding property owners | NA |

SUBCOMMITTEE REVIEW (if applicable)

| | |
|----------------|--|
| Committee | F&A |
| Date Reviewed | 2/17/16 |
| Recommendation | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Split <input type="checkbox"/> |

ATTACHMENTS:

Attachment I - Ordinance

Exhibit I - Ashworth Corridor Urban Renewal Plan Amendment #1

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1850, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED ASHWORTH CORRIDOR URBAN RENEWAL AREA, IN THE CITY OF WEST DES MOINES, COUNTY OF DALLAS, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WEST DES MOINES, COUNTY OF DALLAS, WAUKEE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED ASHWORTH CORRIDOR URBAN RENEWAL AREA (AMENDMENT NO. 1 TO THE ASHWORTH CORRIDOR URBAN RENEWAL PLAN)

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, has heretofore, in Ordinance No. 1850, provided for the division of taxes within the Ashworth Corridor Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, additional territory now has been added to the Ashworth Corridor Urban Renewal Area through the adoption of Amendment No. 1 to the Ashworth Corridor Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Ashworth Corridor Urban Renewal Area, and the continuing needs of redevelopment within the amended Ashworth Corridor Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Ashworth Corridor Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, STATE OF IOWA, THAT:

Ordinance Number 1850 is hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

a) Original Subarea shall mean that portion of the City of West Des Moines, State of Iowa, described in the Urban Renewal Plan for the Ashworth Corridor Urban Renewal Area approved by Resolution No. 09-11-02-10 on the 2nd day of November, 2009, which Original Subarea includes the lots and parcels located within the area legally described as follows:

A TRACT OF LAND IN SECTIONS 2, 3, 10 AND 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA, IS INCLUDED IN THE ASHWORTH CORRIDOR URBAN RENEWAL AREA, THIS TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 EAST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING IN THE INTERSECTION OF JORDAN CREEK PARKWAY AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;

THENCE WEST, TO THE WEST RIGHT-OF-WAY LINE OF SAID JORDAN CREEK PARKWAY EXTENDED, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH, ALONG THE WEST RIGHT-OF-WAY LINE EXTENDED AND THE WEST RIGHT OF WAY LINE OF SAID JORDAN CREEK PARKWAY, TO THE NORTH LINE OF BARTLETT FARMS PLAT 1, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID BARTLETT FARMS PLAT 1, TO THE NORTHEAST CORNER OF BARTLETT FARMS PLAT 2, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID BARTLETT FARMS PLAT 2, TO THE NORTHEAST CORNER OF BARTLETT FARMS PLAT 5, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID BARTLETT FARMS PLAT 5, TO THE NORTHEAST CORNER OF BARTLETT FARMS PLAT 7, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID BARTLETT FARMS PLAT 7, TO THE NORTHWEST CORNER OF SAID BARTLETT FARMS PLAT 7;

THENCE SOUTH, ALONG THE WEST LINE OF SAID BARTLETT FARMS PLAT 7, TO THE NORTHEAST CORNER OF HERITAGE HILLS PLAT 4, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE WEST, ALONG THE NORTH LINE OF SAID HERITAGE HILLS PLAT 4, WITH SAID LINE BEING THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE SOUTH, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 350 FEET;

THENCE WEST, ALONG A LINE 350 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1,245 FEET;

THENCE NORTH, ALONG A LINE 1,245 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 350 FEET, TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10;

THENCE WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10, TO THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10:

THENCE WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 10, TO THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;

THENCE NORTHEASTERLY, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE SOUTHEASTERLY, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY, TO THE WEST RIGHT-OF-WAY OF SAID JORDAN CREEK PARKWAY;

THENCE SOUTH, ALONG THE WEST RIGHT-OF-WAY AND WEST RIGHT-OF-WAY EXTENDED OF SAID JORDAN CREEK PARKWAY, TO THE POINT OF BEGINNING.

b) Amendment No. 1 Subarea shall mean that portion of the City of West Des Moines, State of Iowa, described in Amendment No. 1 to the Urban Renewal Plan for the Ashworth Corridor Urban Renewal Area approved by Resolution No. _____ on the 25th day of July, 2016, which Amendment No. 1 Subarea includes the lots and parcels located within the area legally described as follows:

TWO TRACTS OF LAND IN SECTIONS 1, 2, 3, 10 AND 12, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA ARE INCLUDED IN THE ASHWORTH CORRIDOR URBAN RENEWAL AMENDED AREA, THESE TRACTS OF LAND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF JORDAN CREEK PARKWAY AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;
THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 2, TO THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING THE POINT OF BEGINNING;
THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;
THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF SECTION 1, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;
THENCE NORTHEASTERLY AND EASTERLY, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE NORTHEAST CORNER OF LOT 7, REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;
THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 7, OF SAID REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT BEING THE NORTHEAST CORNER OF LOT A, COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;
THENCE SOUTH, ALONG THE EAST LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID COUNTRY CLUB OFFICE PLAZA;
THENCE WEST, ALONG THE SOUTH LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE NORTHEAST CORNER OF LOT 1, CHRIST'S CHURCH SUBDIVISION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 1, OF SAID CHRIST'S CHURCH SUBDIVISION, TO THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD;
THENCE WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;
THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE POINT OF BEGINNING.

TRACT 2

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF 98TH STREET AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;
THENCE NORTH, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, TO THE NORTH RIGHT-OF-WAY LINE EXTENDED OF ASHWORTH ROAD;
THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE EXTENDED AND THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;
THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;
THENCE NORTH, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, TO THE SOUTH LINE OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;
THENCE WEST, ALONG THE SOUTH LINE OF SAID SECTION 3, TO THE POINT OF BEGINNING.

c) Amended Area shall mean that portion of the City of West Des Moines, State of Iowa, included within the Original Subarea and the Amendment No. 1 Subarea, which Amended Area includes the lots and parcels located within the area legally described in Sections 1(a) and 1(b).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Dallas, Iowa, Waukee Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Original Subarea, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Original Subarea upon the total sum of the assessed value of the taxable property in the Original Subarea as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the municipality certifies to the county auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described in Ordinance No. 1850, shall be allocated to and when collected be paid into

the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to Amendment No. 1 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of this Ordinance.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each subarea thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of West Des Moines, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of West Des Moines, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Amended Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the subareas of the Amended Area exceeds the total assessed value of the taxable property in the subareas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of West Des Moines, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Original Subarea under the provisions of Section 403.19 of the Code of Iowa, as authorized in Ordinance No. 1850, and to fully implement the provisions of Section 403.19 of the Code of Iowa with respect to the division of taxes from property within the Amendment No. 1 Subarea as described above. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall

be construed to continue the division of taxes from property within the Area to the maximum period of time allowed by Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2016

Read Second Time: _____, 2016

Read Third Time: _____, 2016

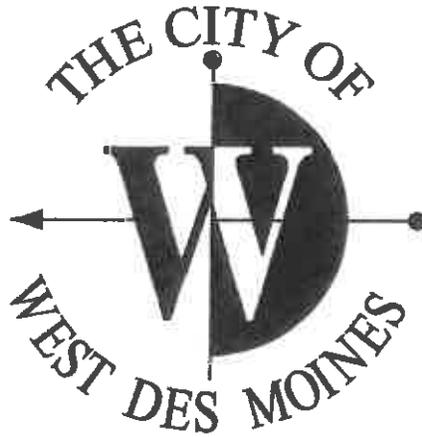
PASSED AND APPROVED: _____, 2016.

I, _____, City Clerk of the City of West Des Moines, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2016, signed by the Mayor on _____, 2016, and published in the Des Moines Register on _____, 2016.

City Clerk, City of West Des Moines, State of Iowa

(SEAL)

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AMENDMENT NO. 1

**Ashworth Corridor
URBAN RENEWAL PLAN**

City of West Des Moines, Iowa

Original Area Adopted – 2009

Amendment No. 1 – 2016

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AMENDMENT NO. 1
to
ASHWORTH CORRIDOR
URBAN RENEWAL PLAN
CITY OF WEST DES MOINES, IOWA

I. INTRODUCTION

The **Ashworth Corridor** Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the **Ashworth Corridor** Urban Renewal Area ("Area" or "Urban Renewal Area"), was originally adopted in 2009, and is now being amended by this Amendment No. 1 to add land to the Urban Renewal Area, remove the voluntary expiration date, and add/confirm eligible urban renewal projects. As of the date of this Amendment No. 1, the original Urban Renewal Area does not have a frozen base value as debt has not yet been certified for the Area.

Except as modified by this Amendment, the provisions of the original Ashworth Corridor Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections in the original Plan not mentioned in this Amendment shall continue to apply to the Plan, as amended.

II. DESCRIPTION OF AREA

The legal description of the property being added to the Urban Renewal Area by Amendment No. 1 ("Amendment No. 1 Area") is attached hereto as Exhibit "A." A map of the entire Urban Renewal Area, as amended, is attached hereto as Exhibit "B."

III. AREA DESIGNATION

The City continues to designate the Urban Renewal Area, as amended, as an economic development area that is appropriate for the promotion of new commercial and/or industrial development.

IV. PLAN OBJECTIVES

Generally, the objectives of this Plan are to provide opportunities, incentives, and sites for new and expanded commercial and industrial development. In addition to the objectives set forth in the original Plan, more specific objectives include:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.

3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
5. To stimulate, through public action and commitment, private investment in new and existing commercial and/or industrial development.

V. DESCRIPTION OF THE URBAN RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan, as amended, and to encourage orderly development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa. General development activities in the Urban Renewal Area may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, traffic signalization, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
8. To undertake the demolition and clearance of existing development.
9. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.

10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

VI. PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment; and are continuing. Such projects are listed in the original Plan, including Exhibit C thereto.

VII. ELIGIBLE URBAN RENEWAL PROJECT(S)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the Plan, the Eligible Urban Renewal Projects under this Amendment No. 1 include:

A. Public Improvements:

| Project | Estimated Project Date | Not to exceed |
|---|---|--------------------------------|
| Ashworth Road – Jordan Creek Parkway to 81 st Street | 2015-2016 | 3,500,000 |
| Ashworth Road – 81 st Street to 88 th Street | 2016-2017 | 4,500,000 |
| Ashworth Road – 88 th Street to West of I-80 | 2017-2018 | 2,700,000 |
| Ashworth Road I-80 Bridge and approaches | 2017-2018 | 3,500,000 |
| Ashworth Road – West of I-80 to 98 th Street | 2018-2019 | 3,500,000 |
| 88 th Street – Ashworth Road to 825' South | TBD – Based on development needs & traffic levels | 1,500,000 |
| Wendover Road – Ashworth Road to Wendover Lane | TBD – Based on development needs & traffic levels | 2,200,000 |
| Traffic Signal – Ashworth Road & 81 st Street | TBD – Based on development needs & traffic levels | 450,000 |
| Traffic Signal – Ashworth Road & 88 th Street | TBD – Based on development needs & traffic levels | 450,000 |
| Traffic Signal – Ashworth Road & 92 nd Street | TBD – Based on development needs & traffic levels | 450,000 |
| Traffic Signal – Ashworth Road & 76 th Street | TBD – Based on development needs & traffic levels | 450,000 |
| Traffic Signal – Ashworth Road & 84 th Street | TBD – Based on development needs & traffic levels | 450,000 |
| Traffic Signal – Ashworth Road & 98 th Street | TBD – Based on development needs & traffic levels | 450,000 |
| Fiber Interconnect – Jordan Creek Parkway to 81 st Street | TBD – Based on development needs & traffic levels | 350,000 |
| Fiber Interconnect – 81 st Street to 88 th Street | TBD – Based on development needs & traffic levels | 200,000 |
| Fiber Interconnect – 88 th Street to West of I-80 | TBD – Based on development needs & traffic levels | 230,000 |
| Fiber Interconnect – West of I-80 to 98 th Street | TBD – Based on development needs & traffic levels | 180,000 |
| Trail – Jordan Creek Parkway to 81 st Street | 2015-2016 | Included in Ashworth Road Cost |
| Trail – 81 st Street to 88 th Street | 2016-2017 | Included in Ashworth Road Cost |
| Trail – 88 th Street to West of I-80 | 2017-2018 | Included in Ashworth Road Cost |
| Trail – West of I-80 to 98 th Street | 2018-2019 | Included in Ashworth Road Cost |

Roads

The improvements to Ashworth Road and to 88th Street are necessary in order to provide adequate public access to the proposed commercial developments along the two listed streets. Presently Ashworth Road is a former 2-lane farm to market road with open ditches along it. Based upon the condition of the road and the amount of traffic that it currently carries and is projected to carry it needs to be upgraded to a five-lane facility. If this widening and reconstruction does not occur, it will be a hindrance to the commercial development of the area and significantly retard commercial growth along the Ashworth Road Corridor.

As with Ashworth Road, 88th Street is an unpaved road with open ditches along it. It serves as the eastern connecting roadway to the future development in the Grand Prairie Parkway Interchange area. Like Ashworth Road, 88th Street needs to be paved and upgraded in order not to inhibit the commercial growth of the area. The projects will include storm sewer, curb and gutter, and grading of the ultimate 120 foot right-of-way. The work was divided into 5 separate projects to maintain a reasonable project size for local contractors and maintenance of access for the property owners adjacent to Ashworth.

Traffic Signals

With the pending improvements and widening of Ashworth Road and 88th Street, it will very important to be able to maintain traffic flows not only along Ashworth and 88th, but also to be able to allow the ease of movement into and out of the commercial developments along both streets. If traffic signalization does not occur at the identified intersections, the adjoining parcels will not develop or the development that does occur will not be able to maximize the potential of the sites. This project consists of all design, engineering, site preparation, and construction costs associated with the traffic signals.

Fiber Interconnect

Fiber optic connectivity has become as important to the commercial development of an area as water, streets and sewer infrastructure. In the case of the projects listed in this plan, fiber interconnection is important to facilitate the regulation of traffic down Ashworth Road and 88th Street. Without proper interconnectivity of the traffic signals there would be disruption to the orderly flow of traffic and a reduction in the carrying capacity of the streets. This would be an impediment to the growth of the area.

Trails

The City has a great deal of interest in accommodating all modes of transportation, particularly for work trips. Therefore, it is very important to the City to provide connectivity into and thru this area as part of the City's overall trail network. By not having trails in the project area we are limiting people's choices of transportation for work trips. In addition to trips to and from work there is also the quality of life factors that having a good trail system brings to the vitality of a community. Not having trails in the area will affect the desirability of the area for development, and thus reduce the potential of the area.

B. Development Agreements:

- 1) Economic development incentive for a business in West Des Moines. Newport Building, LLC, a company affiliated with R&R Development, plans to construct an office building of approximately 75,000 square feet. Of that total, INTL FCStone Inc. will occupy approximately 25,000 square feet, and create 50 new jobs which qualify for financial assistance under the High Quality Job Program from the Iowa Economic Development Authority. In order to be eligible for these funds, the City is required to provide a local match. The local incentive to INTL FCStone Inc. is expected to be in the form of an incremental property tax rebate provided pursuant to a detailed Development Agreement among the City, Newport Building, LLC, and INTL FCStone Inc. The costs of such a Development Agreement to be funded by tax increment will not exceed \$745,776. Actual expense could change due to a variety of factors, including but not limited to changes in tax levies or rates, changes in tax laws, changes in assessed values, and other factors.
- 2) *Future Development Agreements:* The City expects to consider requests for other Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$2,000,000.

- C. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning not to exceed \$200,000.

VIII. CITY INDEBTEDNESS

A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No.1) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area, as amended. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately \$28,005,776.

Currently, the City of West Des Moines' outstanding general obligation indebtedness is \$111,108,500. Article XI, Section of the Constitution of the State of Iowa limits the amount of

City debt outstanding at any time to no more than five (5) percent of the value (as shown by the last certified state and county tax list) of all taxable property within the City. The City's constitutional debt limit is \$312,458,082 as of July 1, 2015.

IX. LAND USES AND DEVELOPMENT PLAN

The Area is currently planned for the following land uses:

- Office (OF)
- Support Commercial (SC)
- Support Office (SO)
- Single Family Residential (SF)
- Medium Density Residential (MD)
- High Density Residential (HD)

The Plan, as amended, is in conformity with the existing West Des Moines Comprehensive Plan adopted on September 20, 2010. The West Des Moines Comprehensive Plan is the City's general plan for the development of the City as a whole. In addition, the proposed urban renewal projects as described in this Plan, as amended, are in conformity with the West Des Moines Comprehensive Plan. This Urban Renewal Plan, as amended, does not change or in any way replace the City's current land use planning or zoning regulation process.

If there is a need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, it would be set forth in the Plan, as amended.

X. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements or economic development incentives associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with urban renewal projects for commercial or industrial development or other urban renewal projects. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants for urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

XI. PROPERTY ACQUISITION/DISPOSITION

The City will follow any and all applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

XII. RELOCATION

Other than the possible acquisition of residential property due to right of way acquisition for Ashworth Road widening, the City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

XIII. URBAN RENEWAL PLAN AMENDMENTS

The **Ashworth Corridor** Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding or changing urban renewal projects, or to modify goals or types of renewal activities.

The City Council may further amend this Plan in accordance with applicable state law.

XIV. EFFECTIVE PERIOD

This Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the original Plan, any prior resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Area for the maximum period allowed by law.

XV. REPEALER

Any parts of the previous Plan in conflict with this Amendment are hereby repealed.

XVI. SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of the Plan or this Amendment not determined to be invalid or unconstitutional.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY ADDED TO
THE ASHWORTH CORRIDOR URBAN RENEWAL AREA BY AMENDMENT NO. 1

THE AMENDMENT NO. 1 AREA INCLUDES THE FOLLOWING LAND AREA DESCRIBED AS FOLLOWS:

TWO TRACTS OF LAND IN SECTIONS 1, 2, 3, 10 AND 12, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WEST DES MOINES, DALLAS COUNTY, IOWA ARE INCLUDED IN THE ASHWORTH CORRIDOR URBAN RENEWAL AMENDED AREA, THESE TRACTS OF LAND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF JORDAN CREEK PARKWAY AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;

THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 2, TO THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;

THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF SECTION 1, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;

THENCE NORTHEASTERLY AND EASTERLY, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE NORTHEAST CORNER OF LOT 7, REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 7, OF SAID REPLAT OF LOTS 1, 2, 3, 4 AND 5 COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT BEING THE NORTHEAST CORNER OF LOT A, COUNTRY CLUB OFFICE PLAZA, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

THENCE SOUTH, ALONG THE EAST LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE SOUTHEAST CORNER OF SAID COUNTRY CLUB OFFICE PLAZA;

THENCE WEST, ALONG THE SOUTH LINE OF SAID COUNTRY CLUB OFFICE PLAZA, TO THE NORTHEAST CORNER OF LOT 1, CHRIST'S CHURCH SUBDIVISION, AN OFFICIAL SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA;

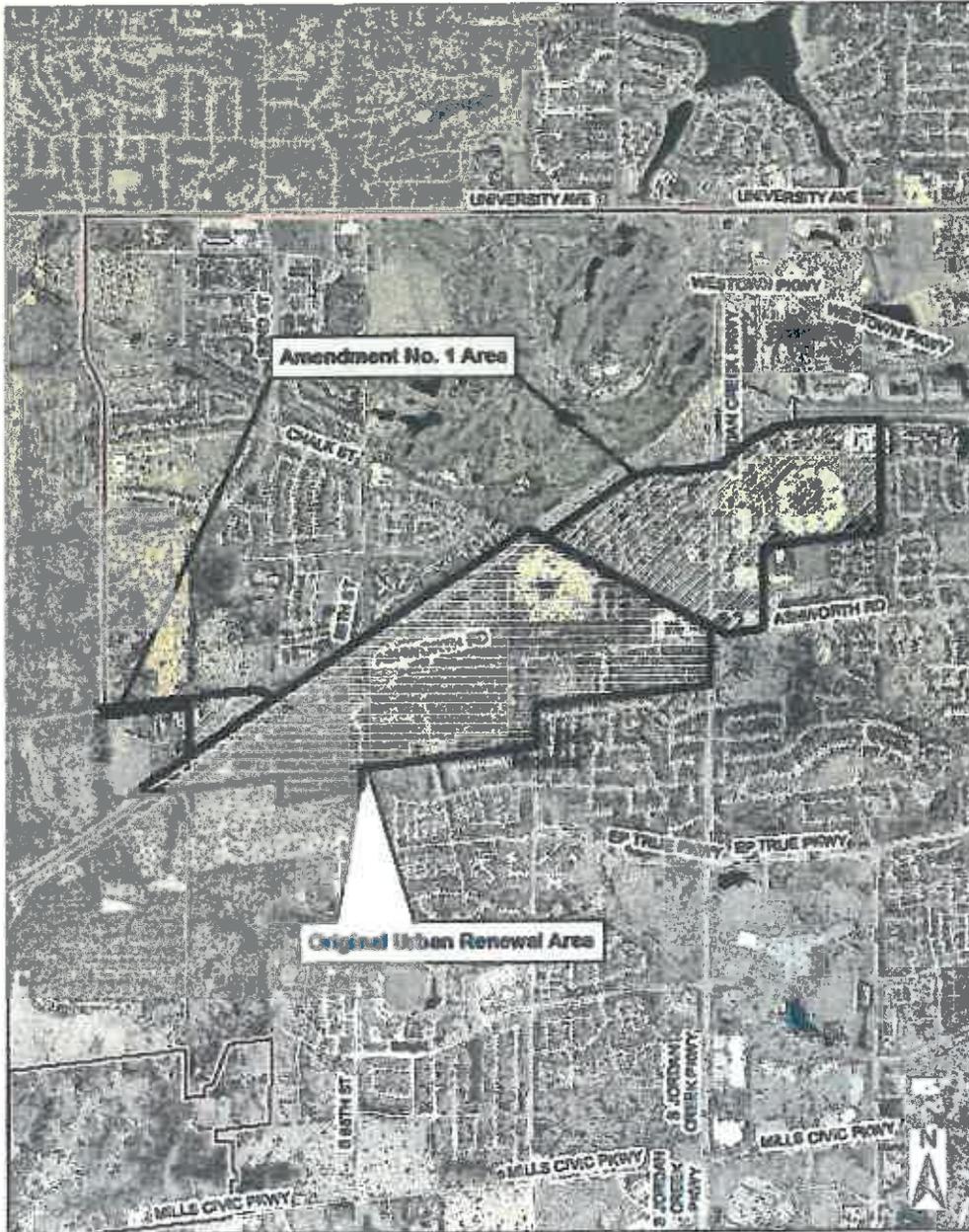
THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 1, OF SAID CHRIST'S CHURCH SUBDIVISION, TO THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD;
THENCE WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;
THENCE NORTHWESTERLY, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, TO THE POINT OF BEGINNING.

TRACT 2

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SAID POINT BEING THE INTERSECTION OF 98TH STREET AND ASHWORTH ROAD, BOTH OFFICIAL CITY STREETS;
THENCE NORTH, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, TO THE NORTH RIGHT-OF-WAY LINE EXTENDED OF ASHWORTH ROAD;
THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE EXTENDED AND THE NORTH RIGHT-OF-WAY LINE OF ASHWORTH ROAD, TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NUMBER 80;
THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NUMBER 80, TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;
THENCE NORTH, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, TO THE SOUTH LINE OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN;
THENCE WEST, ALONG THE SOUTH LINE OF SAID SECTION 3, TO THE POINT OF BEGINNING.

EXHIBIT B

MAP SHOWING ENTIRE URBAN RENEWAL AREA WITH SUBAREAS



**CITY OF WEST DES MOINES
CITY COUNCIL COMMUNICATION**

DATE: August 8, 2016

ITEM:

Motion – Approval of Traffic Code Amendment
 Special Stops Required
 South 45th Street and Westwood Drive
 West Access Road City Hall and Frontage Road
 East Access Road City Hall and Frontage Road
 95th Street and Red Sunset Drive/Red Sunset Court
 95th Street and Cedarwood Drive/Cedarwood Court
 Second Reading, Waive Third Reading, and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None.

BACKGROUND:

Staff has investigated five uncontrolled intersections for stop sign installation. The intersections of South 45th Street and Westwood Drive, 95th Street and Red Sunset Drive/Red Sunset Court, and 95th Street and Cedarwood Drive/Cedarwood Court have sight distance restrictions that limit visibility. The intersections of the east and west access roads with the frontage at City Hall need right-of-way formally assigned to the intersections.

RECOMMENDATION:

City Council Approve:

Motion approving Second Reading, Waive Third Reading, and Adoption of Ordinance in Final Form

Lead Staff Member: Jim Dickinson, P.E. 

STAFF REVIEWS

| | |
|------------------------|--|
| Department Director | Bret Hodne  |
| Appropriations/Finance | Tim Stiles |
| Legal | |
| Agenda Acceptance |  |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|----------------|----|-------|
| Committee | Public Works | | |
| Date Reviewed | August 1, 2016 | | |
| Recommendation | Yes | No | Split |

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA.

SECTION 1. TITLE 6: (MOTOR VEHICLE AND TRAFFIC) CHAPTER 9: SECTION 6-9-3-1: SPECIAL STOPS REQUIRED: is hereby amended by modifying the following:

Add:

| <u>Street</u> | <u>Vehicles Traveling</u> | <u>Shall Stop At</u> |
|---------------------------------------|---------------------------|---|
| Forty Fifth (South) Street | | Westwood Drive |
| Frontage Road (City-School Campus) | | West Access Road City Hall (South of Waterford Dr.) |
| Frontage Road (City-School Campus) | | East Access Road City Hall (805 feet east of centerline of Waterford Dr.) |
| Red Sunset Drive/ Red Sunset Court | | 95 th Street |
| Cedarwood Drive/ Cedarwood Court | | 95 th Street |

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished not in excess of a \$100 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in full force and effect from and after its passage, adoption, and publications as required by law.

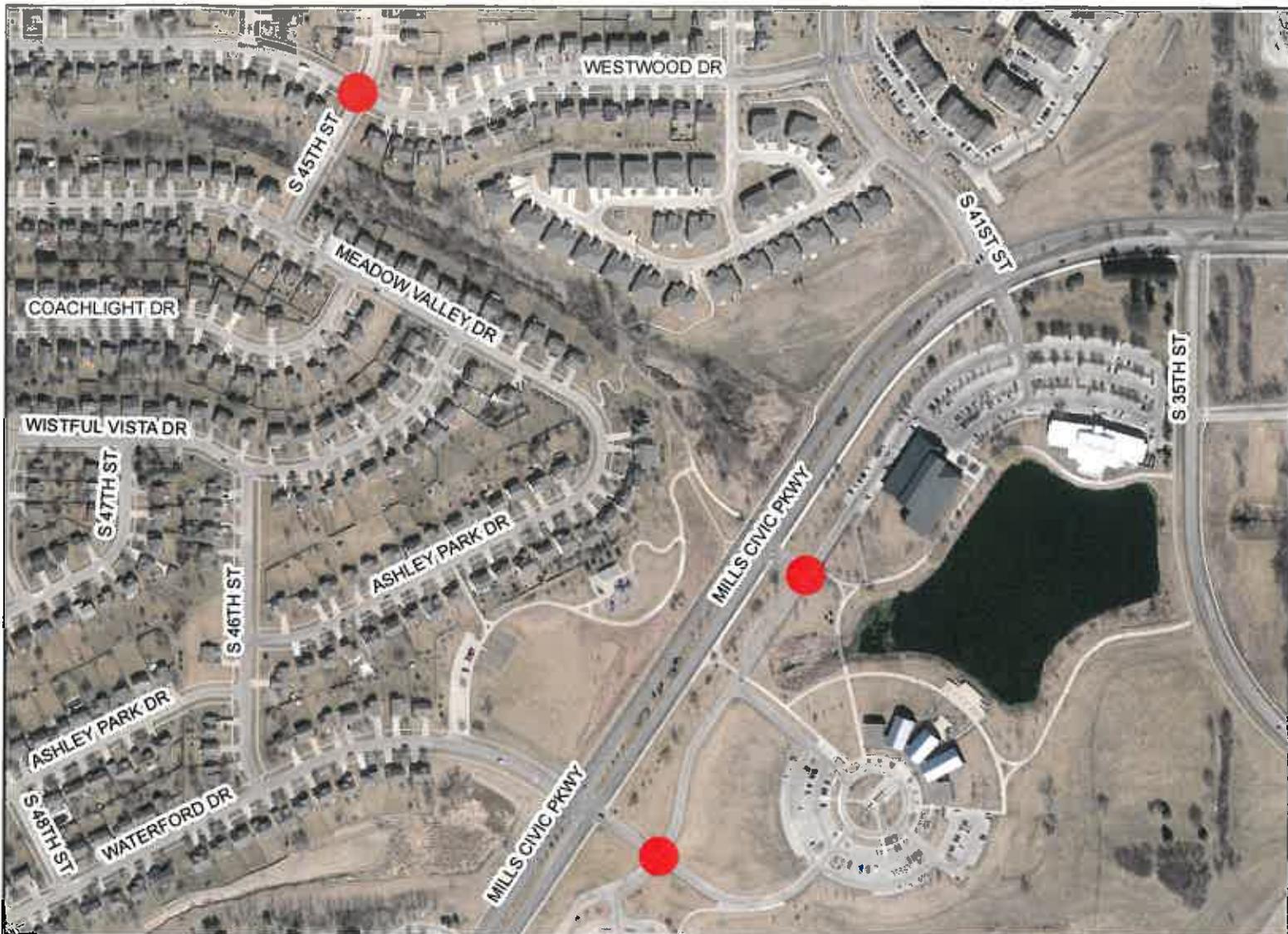
PASSED AND APPROVED this 8th day of August, 2016.

Steven K. Gaer, Mayor

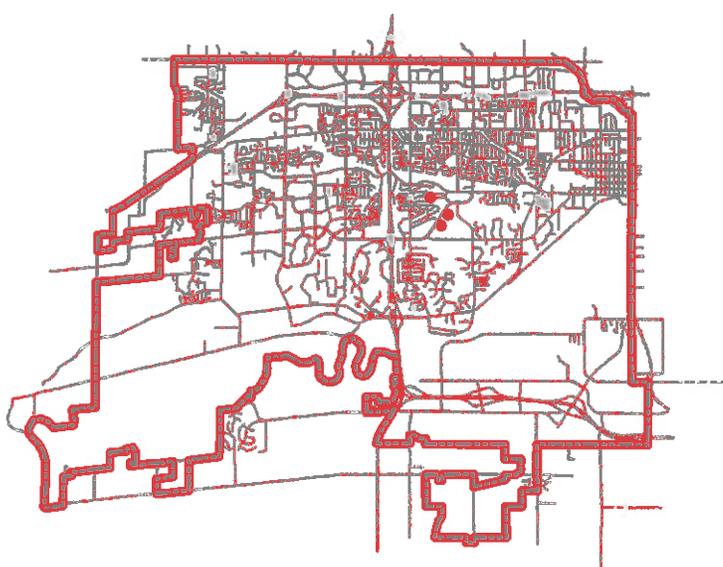
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2016.



VICINITY MAP



LEGEND

PROJECT LOCATION 

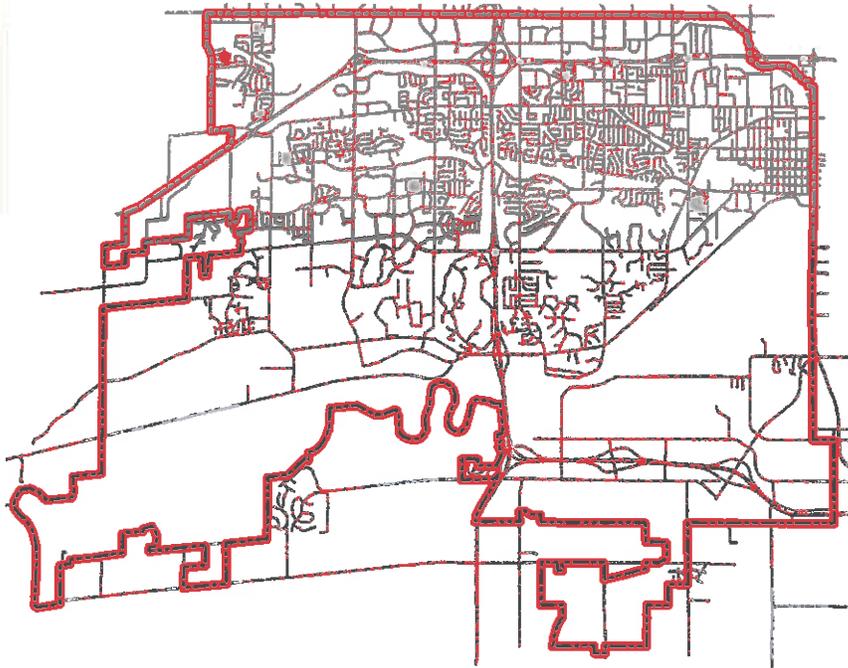


**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**
560 S. 16TH STREET (515)222-3475
WEST DES MOINES, IOWA 50265
FAX NO. (515)222-3478

| | | |
|--|-----------------|-------------|
| PROJECT: Approval of Traffic Code Amendment Special Stops Required | | |
| LOCATION: S. 45th Street and Westwood Drive, West Access Road City Hall and Frontage Road, East Access Road City Hall and Frontage Road | | |
| DRAWN BY: JDR | DATE: 7/19/2016 | SHT. 1 OF 1 |



VICINITY MAP



LEGEND

N  PROJECT LOCATION 



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**
560 S. 16TH STREET (515)222-3475
WEST DES MOINES, IOWA 50265
FAX NO. (515)222-3478

| | | | |
|-----------|---|-------|-------------|
| PROJECT: | Approval of Traffic Code Amendment Special Stops Required | | |
| LOCATION: | 95th Street and Cedarwood Drive / Cedarwood Court, 95th Street and Red Sunset Drive / Red Sunset Court | | |
| DRAWN BY: | JDR | DATE: | 7/20/2016 |
| | | | SHT. 1 OF 1 |

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 8, 2016

ITEM:

Motion - Approval of Traffic Code Amendments
Special Speed Zones
81st Street – Ashworth Road to Bridgewood Boulevard
Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None

BACKGROUND:

Approval of the ordinance will assign a 35 mph speed limit to the newly constructed portion of 81st Street from Cody Drive to Ashworth Road. Eighty-First Street is designated as a Major Collector and has no driveways onto the street between Cody Drive and Ashworth Road. Eighty-First Street from EP True Parkway south currently has a 35 mph speed limit with an identical street cross-section.

RECOMMENDATION:

City Council Adopt:

Motion approving Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

Lead Staff Member: Jim Dickinson, P.E.



STAFF REVIEWS

| | |
|------------------------|-----------------------------------|
| Department Director | Bret Hodne, Public Works Director |
| Appropriations/Finance | Tim Stiles, Finance Director |
| Legal | |
| Agenda Acceptance | |

| PUBLICATION(S) (if applicable) | | SUBCOMMITTEE REVIEW (if applicable) | | |
|--------------------------------|---------------------|-------------------------------------|----------------|-------|
| Published In | Des Moines Register | Committee | Public Works | |
| Dates(s) Published | | Date Reviewed | August 1, 2016 | |
| | | Recommendation | Yes | No |
| | | | | Split |

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA.

SECTION 1: TITLE 6 (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9, SECTION 6-9-10: SPECIAL SPEED ZONES: is hereby amended by adding the following paragraphs:

Delete:

| <u>Street</u> | <u>From</u> | <u>To</u> | <u>Speed</u> |
|---------------------|-------------------|----------------------|--------------|
| Eighty First Street | E.P. True Parkway | Bridgewood Boulevard | 35 mph |

Add:

| <u>Street</u> | <u>From</u> | <u>To</u> | <u>Speed</u> |
|---------------------|---------------|----------------------|--------------|
| Eighty First Street | Ashworth Road | Bridgewood Boulevard | 35 mph |

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100.00 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

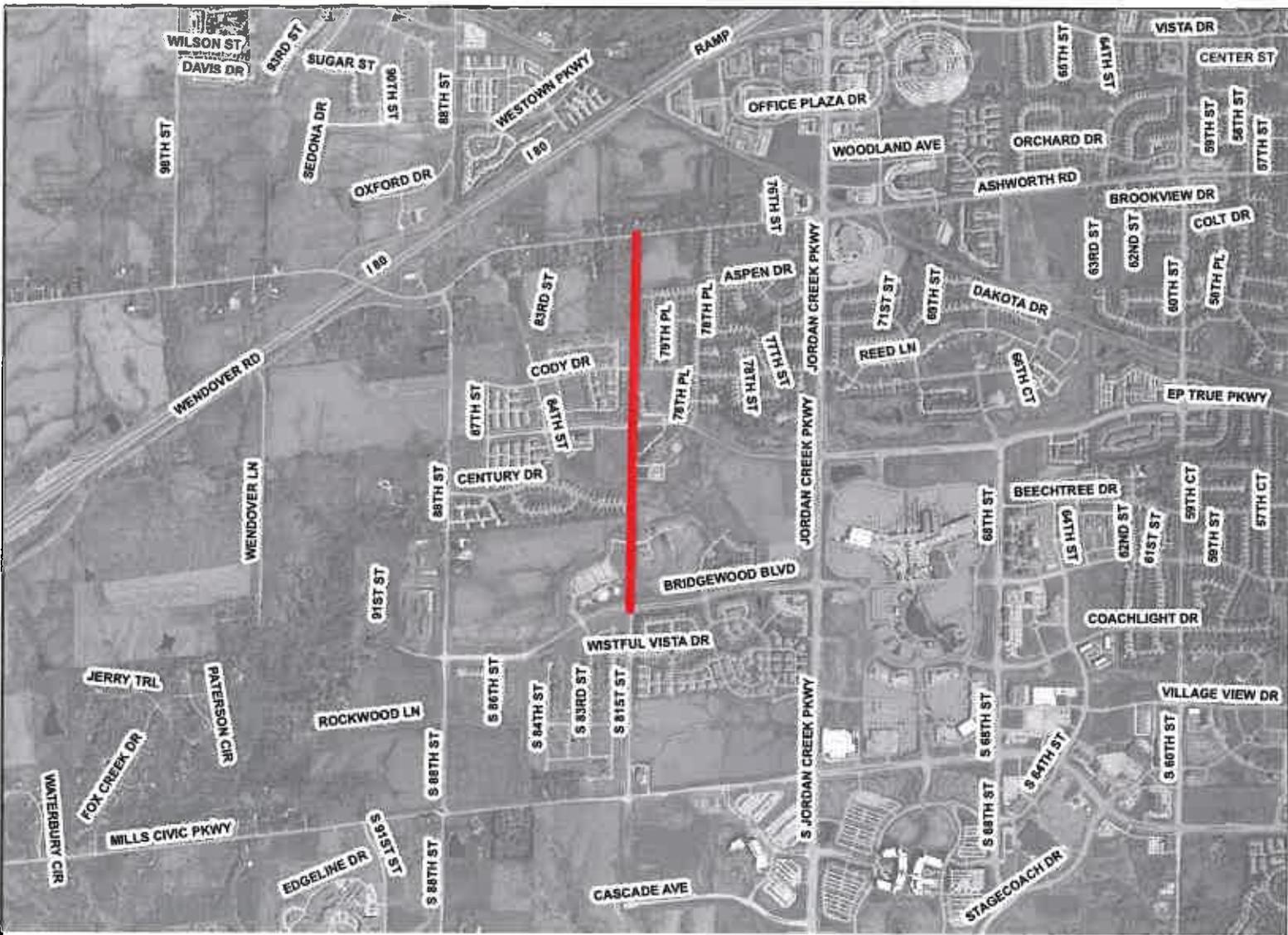
PASSED AND APPROVED this 8th day of August, 2016.

Steven K. Gaer, Mayor

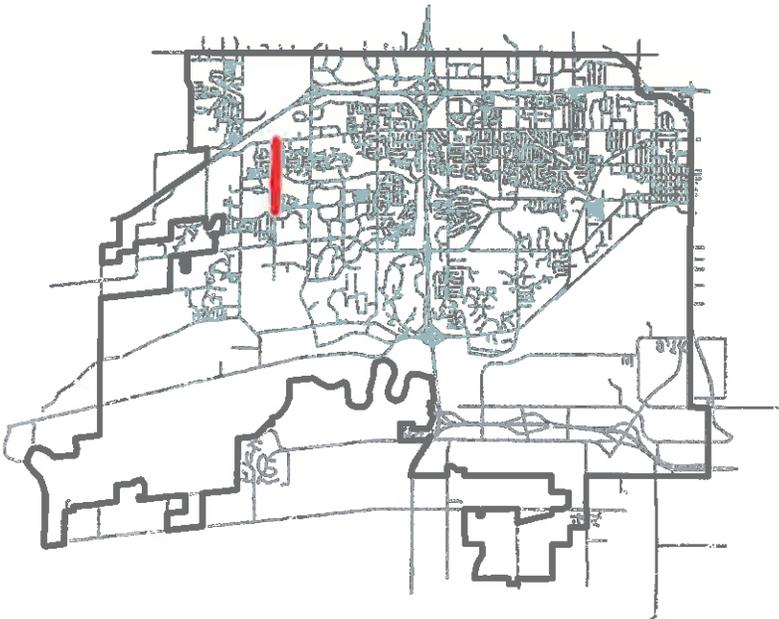
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2016.



VICINITY MAP



LEGEND

PROJECT LOCATION 



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**
560 S. 16TH STREET (515)222-3475
WEST DES MOINES, IOWA 50265
FAX NO. (515)222-3478

PROJECT: **Approval of Traffic Code Amendment
Special Speed Zones**

LOCATION: **81st Street: Ashworth Road to Bridgewood Boulevard**

DRAWN BY: JDR

DATE: 7/12/16

SHT. 1 OF 1

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

5(f)

DATE: August 8, 2016

ITEM:

Resolution - Approval of Final Plat & Schedule of Assessments
2014 Sidewalk Improvement Program - Phase I

FINANCIAL IMPACT:

The total construction cost for the 2014 Sidewalk Improvement Program – Phase I was \$193,798.96. All costs were paid from budgeted account No. 500.000.000.5250.490. The amount of \$145,489.76 will be specially assessed to benefited property owners.

BACKGROUND:

The work on the project is substantially complete. The project will be formally accepted at a future date. The Council is being asked to approve the Final Plat and Schedule of Assessments for the 2014 Sidewalk Improvement Program – Phase I.

The amount of \$145,489.76 was spread to the property owners in the Final Assessment consistent with the Preliminary Assessment Schedule. The remaining sidewalks were improved privately or were the responsibility of the City to improve. Upon Council approval, the Final Assessment Plat and Schedule will be filed at the appropriate County Treasurer’s office. All public notices will be issued as required.

The City portion to install handicapped ramps in accordance with the Americans With Disability Act will be included in a separate Phase II project. There will be no special assessments associated with the Phase II project.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:
- Resolution for Approval of Final Plat & Schedule of Assessments

Lead Staff Member: Joseph C. Cory, P.E.

STAFF REVIEWS

| | |
|------------------------|------------------------------------|
| Department Director | Bret Hodne, Public Works Director |
| Appropriations/Finance | Tim Stiles, Finance Director |
| Legal | Richard Scieszinski, City Attorney |
| Agenda Acceptance | |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|----------------------|----|-------|
| Committee | Public Works Council | | |
| Date Reviewed | August 1, 2016 | | |
| Recommendation | Yes | No | Split |

**RESOLUTION ADOPTING AND LEVYING FINAL SCHEDULE
OF ASSESSMENTS, AND PROVIDING FOR THE PAYMENT THEREOF**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that after full consideration of the Final Schedule of Assessments and Accompanying Plat showing the assessments proposed to be made for the construction of the West Des Moines, Iowa, 2014 Sidewalk Improvement Program – Phase I, under contract Coluzzi Construction LLC, Des Moines IA, which Final Plat and Schedule was filed in the office of the City Clerk on the 8th day of August, 2016, said assessments are hereby approved.

BE IT FURTHER RESOLVED, that the said Schedule of Assessments and Accompanying Plat, be and the same are hereby approved and adopted; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of the construction of the said improvements. Provided, further, that the amounts shown in said Final Schedule of Assessments as deficiencies are found to be proper and are levied conditionally against the respective properties benefited by the improvements as shown in the Schedule, subject to the provision of Section 384.63, Code of Iowa. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements, and not in excess thereof, and not in excess of twenty-five percent of the value of the same.

BE IT FURTHER RESOLVED, that said assessment of \$500.00 or more shall be payable in ten equal annual installments and shall bear interest at the rate of nine per cent per annum, the maximum rate permitted by law; the first installment of each assessment, or total amount thereof, if it be less than \$500.00, with interest on the whole assessment shall become due and payable on September 19, 2016; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1st annually thereafter, and shall be paid at the same time and in the same manner as the September semiannual payment of ordinary taxes. Said assessment shall be payable at the office of Polk County Treasurer, in full or in part and without interest for thirty days after the date of the first publication of the notice of the filing of the Final Plat and Schedule of Assessments with the Polk County Treasurer.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said Final Plat and Schedule to the appropriate County Treasurer and to publish notice of said certification once each week for two consecutive weeks in the "Des Moines Register," a newspaper printed wholly in the English language, published in West Des Moines, and of general circulation in West Des Moines, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer. The Clerk shall also send by ordinary mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Code Section 384.60, Code of Iowa.

BE IT FURTHER RESOLVED, that the Clerk is directed to certify the deficiencies for lots specially benefited by the improvements, as shown in the Final Schedule of Assessments, to the County Treasurer for recording in the Special Assessment Deficiencies Book and to the City official charged with responsibility for the issuance of building permits. Said deficiencies are conditionally assessed to the respective properties under code Section 384.63 for the amortization period specified by law.

PASSED AND APPROVED this 8th Day of August, 2016.

Steven K. Gaer, Mayor

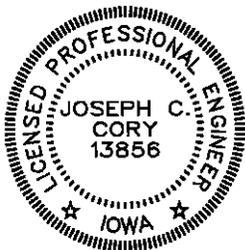
ATTEST:

Ryan Jacobson
City Clerk

FINAL PLAT AND SCHEDULE OF ASSESSMENTS

FOR

**2014 SIDEWALK IMPROVEMENT PROGRAM - PHASE I
WEST DES MOINES, IOWA
PROJECT NO. 0510-036-2014**



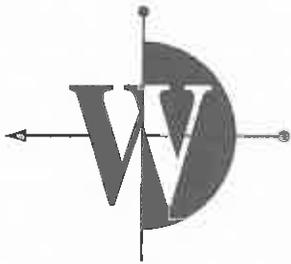
**I HEREBY CERTIFY THAT THIS PLAT AND SCHEDULE WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL
SUPERVISION AND THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE
OF IOWA.**


JOSEPH C. CORY, P.E.


Date

My License Renewal Date is December 31, 2016

Pages Covered by this Seal: All Sheets



THE CITY OF
West Des Moines®
www.wdm.iowa.gov

Public Works

560 South 16th Street
P.O. Box 65320
West Des Moines, IA 50265-0320

Phone
515-222-3480

FAX
515-222-3478

E-mail
publicworks@wdm.iowa.gov

August 4, 2016

Honorable Mayor and
Members of the City Council
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, Iowa 50265

**Re: Final Plat and Schedule of Assessments
2014 Sidewalk Improvement Program – Phase I**

Honorable Mayor and Members of the City Council:

We submit for your consideration a Final Plat and Schedule of Assessments for the construction of the 2014 Sidewalk Improvement Program – Phase I for West Des Moines, Iowa.

The construction consisted of the installation of new sidewalks, repair of existing sidewalks, and other related miscellaneous work associated with this type of construction in Polk County. The improvements were constructed within the boundaries outlined in the attached Assessment and Benefit Areas and Methodology.

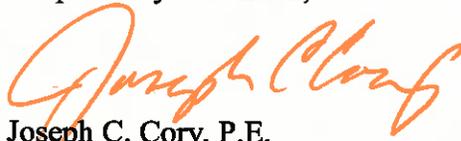
The repair and/or construction of sidewalks that have been identified in this project were required due to missing, cracked, raised, sunken, or general disrepair of the sidewalks which can cause harm and nuisance to the general public. A total of 833 properties were identified with sidewalks needing to be constructed or repaired in this program. The affected property owners were provided an opportunity to construct the improvements on their own as with past projects. There were 506 of the properties identified in the original program where the sidewalks were repaired by property owners or were removed from the program for other reasons after field review. Six applications for economic hardship sidewalk waiver were received and approved. After the Preliminary Assessment Plat and Schedule was adopted and the special assessment notice was provided, another 62 property owners repaired or installed their sidewalks. The remaining 259 properties chose to have the City construct the sidewalk improvements and assessments will be levied against these properties as shown in the attached Final Assessment Plat and Schedule.

The actual costs and quantities are as shown on the attached Project Cost Summary. The total cost of the project was \$193,798.96. All properties are located in Polk County. The total assessable cost to property owners is \$145,489.76. The prorated share of the total project cost is being assessed to each property based on each respective section of sidewalk on a parcel by parcel basis. The remaining amount was used to install new sidewalks on City property. The City portion to install handicapped ramps in accordance with the Americans With Disability Act will be included in a separate Phase II project.

**Final Plat and Schedule of Assessments
2014 Sidewalk Improvement Program – Phase I
August 4, 2016**

Please note that the assessment schedule shows the Council Valuation of lots and parcels, the assessments computed utilizing the total project cost and any conditional deficiency for each lot and parcel as established by the Council. The property valuation for most of the parcels was arrived at by utilizing the Assessor's valuation for the property. For property where there was a nominal valuation, a value of \$10,000 per acre was assigned by staff for special assessment purposes. No appraisals were performed for this project.

Respectfully submitted,



Joseph C. Cory, P.E.
Deputy Public Works Director

Enclosure

JCC/pe

**PROJECT COST SUMMARY
2014 SIDEWALK IMPROVEMENT PROGRAM - PHASE I
WEST DES MOINES, IOWA
PROJECT NO. 0510-036-2014**

| <u>ITEM</u> | <u>UNIT</u> | <u>QUANTITY</u> | | <u>UNIT PRICE</u> | <u>EXTENDED PRICE</u> | | <u>TOTAL</u> |
|--|-------------|-------------------|-----------------------|-------------------|-----------------------|-----------------------|---------------------|
| | | <u>ASSESSABLE</u> | <u>NON-ASSESSABLE</u> | | <u>ASSESSABLE</u> | <u>NON-ASSESSABLE</u> | |
| 4" SIDEWALK Remove, Replace | SF | 10,161.40 | 2,765.16 | \$9.45 | \$96,025.23 | \$26,130.72 | \$122,156.37 |
| 4" SIDEWALK - Place | SF | 1,702.40 | 176.80 | \$8.50 | \$14,470.40 | \$1,502.80 | \$15,973.20 |
| 6" SIDEWALK Remove, Replace | SF | 1,120.80 | 305.20 | \$11.50 | \$12,889.20 | \$3,509.80 | \$16,399.00 |
| ADDITIONAL FILL | TON | 4.41 | 0.0 | \$50.00 | \$220.50 | \$0.00 | \$220.50 |
| Change Order #1 to adjust quantities per agreement | | | | | | | |
| Total Construction Cost | | | | | \$123,605.33 | \$40,257.32 | \$163,863.07 |
| Engineering, Legal and Administrative Cost (20% of Total Construction Cost) * | | | | | \$21,884.43 | \$8,051.46 | \$29,935.89 |
| * Adjusted for Prop. #832 adjustment | | | | | | | |
| Total Project Cost | | | | | \$145,489.76 | \$48,308.78 | \$193,798.96 |

**FINANCIAL IMPACT
2014 SIDEWALK IMPROVEMENT PROGRAM - PHASE I
PROJECT NO. 0510-036-2014**

| <u>Category</u> | <u>Cost</u> | <u>Proportion of Total Project Cost</u> |
|---------------------------------|-----------------------------------|---|
| A) <u>NON-CITY SHARE</u> | | |
| Assessable Costs | \$ 145,489.76 | 75.07% |
| B) <u>CITY SHARE</u> | | |
| Assessable Costs | \$ - | 0.00% |
| Non-Assessable Costs | \$ 48,308.78 | 24.93% |
| Conditional Deficiency | \$ - | 0.00% |
| Subtotal | <u>\$ 48,308.78</u> | <u>24.93%</u> |
| TOTAL PROJECT COSTS | <u><u>\$193,798.96</u></u> | <u><u>100%</u></u> |

**ASSESSMENT BENEFIT AREAS AND METHODOLOGY
2014 SIDEWALK IMPROVEMENT PROGRAM - PHASE I
POLK COUNTY
WEST DES MOINES, IOWA
PROJECT NO. 0510-036-2014**

ALL IMPROVEMENTS FRONTING A PUBLIC STREET RECEIVE A SPECIAL BENEFIT DUE TO THE CONSTRUCTION OF SIDEWALK. THE BENEFIT INCLUDES THE INCREASE IN THE VALUE OF THE PROPERTY, DECREASE IN LIABILITY FOR THE PROPERTY OWNERS AND OTHER MISCELLANEOUS RELATED BENEFITS. THE SIDEWALK COSTS ARE ASSESSED ON A FRONTAGE FOOT BASIS.

LEGAL DESCRIPTION

THE FOLLOWING TRACTS OF LAND ARE WITHIN THE ASSESSMENT DISTRICT AND ARE LOCATED ENTIRELY WITHIN THE CORPORATE LIMITS OF THE CITY OF WEST DES MOINES AND POLK COUNTY, IOWA, AND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

| SUBDIVISION | LOT(S) |
|-------------------------|--|
| ASHAWA | E 1/2 ALLEY LYG W & ADJ & W 1/2 WALNUT ST LYG E & ADJ & LTS 1 THRU 5 BLK 3 & E 1/2 WALNUT ST LYG W & ADJ & LTS 10 THRU 14 & ALLEY LYG W & ADJ & LTS 1 THRU 5 BLK 4 |
| ASHAWA ESTATES PLAT 1 | 1, 2, 6, 12, 22, 23, 24 |
| ASHAWA ESTATES PLAT 2 | 3, 7, 12, 25, 26 |
| ASHAWA ESTATES PLAT 3 | 3, 7, 28, S 10F LT 29 & ALL LT 30, 37, 38, 39 |
| ASHAWA ESTATES PLAT 4 | 8, 20, 23, 26, 36, 37, 38 |
| ASHAWA ESTATES PLAT 5 | 3, 9, 10, 21 |
| ASHAWA ESTATES PLAT 6 | 1, 2, 4, 6, 8 |
| ASHWORTH 35 | 7 |
| ASHWORTH ESTATES PLAT 8 | 13 |
| BEVERLY HILLS | N 90F W 180F LOT 12, N 84F LOT 17 & S 16F LOT 18, 20, 42 43, 44 & 45 |
| BEVERLY HILLS PLAT 4 | 1 |

| SUBDIVISION | LOT(S) |
|-----------------------------|---|
| BEVERLY HILLS PLAT 5 | -EX BEG NW COR LT 1 BEVERLY HILLS PLAT 5 THN SW 150.44F S 14.4F W 40.02F TO W LN LT 1 COUNTRY CLUB ESTATES PLAT 3 S 31.36F NE 63.99F NE 160.81F TO POB- PRT LT 1 BNG 40F VAC ROW LYG W OF & ADJ LOT 2 & N 44.4F LT 3 BEVERLY HILLS PLAT 5 COUNTRY CLUB ESTATES PLAT 3; AND LTS 1 & 2 & N44.4F LT 3 BEVERLY HILLS PLAT 5, 8, 15, E 18F ON N LN & E 6F ON S LN LT 26 & ALL LT 27, TRI PC BNG E 9F ON N LN LT 25 & -EX E 18F ON N LN & E 6F ON S LN- LT 26, 35, 44, 54 |
| BEVERLY HILLS PLATS 6 AND 7 | OUTLOT X BEVERLY HILLS PLAT NO 7; AND -EX S 5F- LT 5 BEVERLY HILLS PLAT NO 6 |
| BEVERLY HILLS PLT 3 | 2, 8, 23 |
| BLUE CREEK | 10 |
| CARMIKE PLACE | -EX S 15F & W 17F- LOT 2 |
| CHATEAU MANOR PLAT 2 | 7 |
| CLOVER HILLS PLACE | 45 |
| COUNTRY CLUB ESTATES | E 90 F N 213 F LT 14, N 141 F W 215 F S 1/2 LOT 30, E 270F S 83F LT 33, E 200F LT 34 |
| CROWN FLAIR ESTATES | 5, 9, 11, 19, 31, 33, 34, 48 |
| CROWN FLAIR ESTATES PLAT 2 | 2 |
| FAIRMEADOWS | 1, 12, -EX S 25F- LOT 19 & ALL LOT 18, 33, 37, E 45F LOT 42 & W 40F LOT 43 |
| FAIRMEADOWS NO 8 | 8, LT 20 & TRI PC LT 37 MEAS E 2.75F ON S LN & E ZERO F ON N LN, 26, 34, 35, 38, 39, 44, 49, 60 |
| FAIRMEADOWS PLAT 3 | LOT 10 & W 5F LOT 11, -EX W 5F- LOT 13, 22, 23, 34, S 30F LOT 50 & N 36F LOT 51, S 24F LOT 51 & N 42F LOT 52, 61, N 15F LT 76 & ALL LT 77 |
| FAIRMEADOWS PLAT 5 | PARCEL D BK 6813 PG 19 OUTLOT Y FAIRMEADOWS PLAT 13; AND -EX BEG 96F S OF NE COR THN SWLY TO SW COR LT 81 FAIRMEADOWS PLAT 5 NW 131.15F N290F NW74.4F N 188.16F E 298.62F TO POB- OL B LYG N OF VINE ST, 27, 33, 64, -EX E 3F- LOT 68, 72, SELY 10F OL B LYG W OF & ADJ & NWLY 50F LT 82, E 20F LOT 88 & W 50F LOT 89, 97, 100 |

| SUBDIVISION | LOT(S) |
|-------------------------------|---|
| FAIRMEADOWS PLAT 6 | TRI PC IN SE COR BNG S 3F ON E LN & E 30F ON S LN LOT 1 FAIRMEADOWS PLAT 8; AND LOT 2 FAIRMEADOWS PLAT 6, 21, -EX TRI PC BNG N 10F ON E LN TO NW CORNER ON W LN- LOT 22, 27, 31, 37, 41, 47, 51, 56, 70, 71, 72, 76, 78, 86, 87, OUTLOT D RPLT LTS 5 & 6 FAIRMEADOWS PLT NO. 29; AND LOT 93 FAIRMEADOWS PLAT 6, LT 14 FAIRMEADOWS PLT 9; OUTLOT F RPLT LTS 5 & 6 FAIRMEADOWS PLT NO.29; AND LT 91 FAIRMEADOWS PLAT 6, OUTLOT B RPLT LTS 5 & 6 FAIRMEADOWS PLT NO. 29; AND LOT 95 FAIRMEADOWS PLAT 6, 98 |
| FAIRMEADOWS PLAT 7 | 1, S 50F LOT 10 & N 20F LOT 11, S 40F LOT 11 & N 25F LOT 12, 20, 36, -EX S 64.8F- LOT 49 & ALL LOT 50, S 5F LOT 55 & N 70F LOT 56, 62, 65, 81 |
| FAIRMEADOWS PLAT NO 10 | 7, 12, 24, 28, 33, 38, 40, 44, 50, 53, 62 |
| FAIRMEADOWS PLAT NO 11 | 12, 23, 28, 40, 43, 44, 47, 53 |
| FAIRMEADOWS PLAT NO 12 | 8, 32, 34, 38, 39, 51 |
| FAIRMEADOWS PLAT 13 | 3, 8, -EX W 2.5F- LOT 26, -EX E 2 F- LOT 33 |
| FAIRMEADOWS PLAT 14 | 7, 8 |
| FAIRMEADOWS PLAT 15 | 5, 10, 14, 17, 22 |
| FAIRMEADOWS PLAT 16 | 1, 2, 6 |
| FAIRMEADOWS PLAT NO 17 | 10, 16, 19, 23, 36 |
| FAIRMEADOWS PLAT 18 CORRECTED | 13, 15, 16, -EX S 15 F- LT 18 |
| FAIRMEADOWS PLAT 19 | 4, 9, 11, 12 |
| FAIRMEADOWS PLAT 20 | 1, 2, W 4F LOT 9 & ALL LOT 10 & E 8F LOT 11 |
| FAIRMEADOWS PLAT 21 | 1, 2, 9, 12, 16, 25, 28 |
| FAIRMEADOWS PLAT NO 24 | 6, 23 |
| FAIRMEADOWS PLAT NO 25 | -EX W 3.5F- LOT 3, -EX N 15 F- LOT 5 & N 1.5F LOT 6, -EX N 1.5 F- LT 6, -EX E 9 F- LT 11 & E 9F LOT 12, 16, 17 |
| FAIRMEADOWS PLAT NO 26 | 17, 18, 19, 29 |
| FAIRMEADOWS PLAT 29 | 1 & 3 |
| FAIRMEADOWS PLAT 30 | 5 |
| FRIAR PLACE | E 4F LT 9 & ALL LT 10 |
| JORDAN GLEN PLAT 1 | -EX S 17F RD EAS- OUTLOT X |
| MEADOW PARK CIRCLE | 7, 12, 13, 18, 25 |
| MEADOW POINT PLAT 2 | 4, 24, 25, 39, 45, E 5FT LT 47 & ALL LT 48, 49, 50 |
| MEADOW POINT PLAT 3 | 2, 3, 6, 7, 14, 23, 29 |
| MEADOW POINT PLAT 4 | 4, 17, 19, 23 |
| MEADOW POINT PLAT 5 | 16, 24, 28, 47, 54, 55 |
| MEADOW POINT PLAT 6 | 8, 19, 26, 34 |

| SUBDIVISION | LOT(S) |
|----------------------------------|---|
| MEADOW POINT PLAT 8 | 8, 13, 19, 21, 25, 27, 28, 33, 34, 35, 54, 58, 59 |
| MEADOW POINT PLAT 9 | 1, 6, 13, 18, 20, 32, 33, 39 |
| MEADOW POINT PLAT 10 | 1, 2, 4, 7, 10, 12, 19, 21, 22, 44, 49 |
| MEADOW POINT PLAT 11 | 1, 2, 12, 14, -EX BEG SE COR THN SW13F NE14.23F TO E LN SLY5.2F TO POB LT 20, 33, 36 |
| SEC 4-78-25 | -EX W OF LN BEG 902.73F N & 94.97F E OF SW COR THN SW 37.01F S 167.55F TO N ROW LN I-235- & - EX E 48.5F- BEG 902.8F N & 50F E OF SW COR THN E 1063.72F NELY 250.34F S 574.79F W 497.81F NW 732.86F NW 125.86F N 165.15F TO POB W 1/2 NW FRL 1/4 |
| SEC 9-78-25 | BEG 33F S & 489.48F E NW COR THN E 200.07F S 217.59F W 200.25F N 217.30F TO POB NW 1/4 NE 1/4 |
| SOUTHWICK | 1, 3 |
| THE PINES AT MEADOW POINT | 3, 5, 6, 7, 8, 14, 22 |
| THE PINES AT MEADOW POINT PLAT 2 | 1, 23, 26 |
| WESTOWN COMMONS | OUTLOT Z |
| WESTOWN PARK | BEG 33F E OF SW COR LT H THN N 387.65F E 175F NELY 263.89F SE 164.25F E 273.06F S 349.18F SW194.1F W610.56F TO POB LTS 2 & H, 15 |
| WILLOW CREST PLAT 2 | 5 |
| WILLOW CREST PLAT 4 | 1 |
| WILLOW CREST PLAT 5 | 3 |
| WOODLAND HEIGHTS PLAT 2 | 3 |
| WOODLAND HEIGHTS PLAT 3 | 6, 33, 34 |
| WOODLAND HEIGHTS PLAT 4 | 5, 9 |
| WOODLAND HEIGHTS PLAT 5 | 2, 7, 18, 31, 32, 34, 41, -EX W 3F- LOT 47 |

Assessment Schedule
2014 Sidewalk Improvement Program - Ph. 1
West Des Moines, Iowa
Project No. 0510-036-2014
Date: August 4, 2016

Bond No.: Polk Co. 2015-02

| PROP. NO. | PROPERTY OWNER | PROPERTY ADDRESS | LEGAL DESCRIPTION | CERT. NO. | PARCEL NO. | COUNCIL VALUATION | SIDEWALK 4" (SF) | SIDEWALK 6" (SF) | CONSTRUCTION COST | ADMINISTRATION COST | TOTAL BENEFIT | FINAL ASSESSMENT | CONDITIONAL DEFICIENCY | PROPORTION OF TOTAL COST |
|-----------|--|----------------------------------|--|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 4 | Shoppes at Valley West LLC (T1) Mail To: 2400 86th St., Ste 24 Urbandale, IA 50322 | 3330 Westown Pkwy. 50266 | -EX W OF LN BEG 902.73F N & 94.97F E OF SW COR THN SW 37.01F S 167.55F TO N ROW LN I-235-& -EX E 48.5F-BEG 902.8F N & 50F E OF SW COR THN E 1063.72F NELY 250.34F S 574.79F W497.81F NW 732.86F NW 125.86F N 165.15F TO POB W 1/2 NW FRL 1/4 SEC 4-78-25 | 5322100 | 320/00019-003-011 | \$ 4,014,000 | 211 | 50 | \$2,568.95 | \$513.79 | \$3,082.74 | \$3,082.74 | \$0.00 | 1.59% |
| 7 | Link Associates Foundation (T1) | 1452 29th St. 50266 | LOT 10 BLUE CREEK | 5322200 | 320/00648-010-000 | \$ 2,750,000 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 14 | Bre/Esa P Portfolio LLC (T1) Mail To: Prop Tax 0057 POB 49550 Charlotte, NC 28277-9550 | 2701 Westown Pkwy. 50266 | -EX S 15F & W 17F- LOT 2 CARMIKE PLACE | 5322300 | 320/00779-152-001 | \$ 3,330,000 | 50.4 | | \$476.28 | \$95.26 | \$571.54 | \$571.54 | \$0.00 | 0.29% |
| 18 | Westown Commons Owners Association Mail To: First American Bank POB 71156 Clive, IA 50325-0156 | 2501 Westown Pkwy. 50266 | OUTLOT Z WESTOWN COMMONS | 5322400 | 320/04947-030-507 | \$ 464,000 | | 38.4 | \$441.60 | \$88.32 | \$529.92 | \$529.92 | \$0.00 | 0.27% |
| 19 | MDM EQUITY - 2015 LLC Mail To: Hubbell Property Management LLC 6900 Westown Pkwy. West Des Moines, IA 50266-2520 | 1415 28th St. 50266-2520 | BEG 33F E OF SW COR LT H THN N 387.65F E 175F NELY 263.89F SE 164.25F E 273.06F S 349.18F SW194.1F W610.56F TO POB LTS 2 & H WESTOWN PARK | 5322500 | 320/04947-031-102 | \$ 5,900,000 | 32 | | \$302.40 | \$60.48 | \$362.88 | \$362.88 | \$0.00 | 0.19% |
| 29 | Catalyst Westowne LLC (T1) Mail To: Catalyst Westowne LLC 1901 Avenue Of the Stars Ste 820 Los Angeles, CA 90067-6001 | 1530 22nd St. 50266 | LOT 15 WESTOWN PARK | 5322600 | 320/04947-031-068 | \$ 976,000 | 16.8 | 99.6 | \$1,304.16 | \$260.83 | \$1,564.99 | \$1,564.99 | \$0.00 | 0.81% |
| 38 | Richard K. Scupham (T1) Melanie S. Scupham (T2) | 2916 Orchard Dr. 50266-2142 | LT 7 CHATEAU MANOR PLAT 2 | 5322700 | 320/00780-029-000 | \$ 298,500 | 32.4 | | \$306.18 | \$61.24 | \$367.42 | \$367.42 | \$0.00 | 0.19% |
| 39 | Timothy J. Todd (T1) Jessalyn M. Todd (T2) | 1128 28th St. 50266-2125 | E 200F LT 34 COUNTRY CLUB ESTATES | 5322800 | 320/01327-002-000 | \$ 169,900 | 33.6 | | \$317.52 | \$63.50 | \$381.02 | \$381.02 | \$0.00 | 0.20% |
| 40 | Kenneth A. Heimes (T1) Mark A. Gisler (C1) Mary P. Gisler (C2) Mail To: Mark A. Gisler | 1142 28th St. 50266-2125 | E 270F S 83F LT 33 COUNTRY CLUB ESTATES | 5322900 | 320/01326-001-000 | \$ 247,300 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 41 | Michael M. Young (T1) Margaret M. Young (T2) | 3208 Woodland Ave. 50266-2036 | E 90 F N 213 F LT 14 COUNTRY CLUB ESTATES | 5323000 | 320/01290-001-000 | \$ 238,900 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |
| 45 | Noah L. Lacona (T1) Mail To: 2400 Ingersoll Ave. Des Moines, IA 50312-5234 | 1121 31st St. 50266 | N 141 F W 215 F S 1/2 LOT 30 COUNTRY CLUB ESTATES | 5323100 | 320/01319-001-000 | \$ 425,000 | 35.2 | | \$332.64 | \$66.53 | \$399.17 | \$399.17 | \$0.00 | 0.21% |

Assessment Schedule
 2014 Sidewalk Improvement Program - Ph. 1
 West Des Moines, Iowa
 Project No. 0510-036-2014
 Date: August 4, 2016

Bond No.: Polk Co. 2015-02

| PROP. NO. | PROPERTY OWNER | PROPERTY ADDRESS | LEGAL DESCRIPTION | CERT. NO. | PARCEL NO. | COUNCIL VALUATION | SIDEWALK 4" (SF) | SIDEWALK 6" (SF) | CONSTRUCTION COST | ADMINISTRATION COST | TOTAL BENEFIT | FINAL ASSESSMENT | CONDITIONAL DEFICIENCY | PROPORTION OF TOTAL COST |
|-----------|--|---------------------------------|---|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 54 | Craig Cunningham (T1) Tonya Cunningham (T2) | 3115 Ashworth Rd. 50265-3251 | E 4F LT 9 & ALL LT 10 FRIAR PLACE | 5323200 | 320/02191-010-001 | \$ 176,600 | 50.8 | | \$480.06 | \$96.01 | \$576.07 | \$576.07 | \$0.00 | 0.30% |
| 63 | Ben Tebo (T1) Maggie Tebo (T2) | 3004 Denny Ct. 50266-2009 | LT 5 WILLOW CREST PLAT 2 | 5323300 | 320/04947-049-000 | \$ 229,000 | 32.8 | | \$309.96 | \$61.99 | \$371.95 | \$371.95 | \$0.00 | 0.19% |
| 65 | Robert J. Barnes (T1) Ida B. Huston (T2) | 1201 32nd St. 50266-2012 | LT 1 WILLOW CREST PLAT 4 | 5323400 | 320/04947-069-000 | \$ 187,400 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |
| 68 | Sheryl J. Allen (T1) | 3218 Pleasant St. 50266-2025 | LOT 3 WILLOW CREST PLAT 5 | 5323500 | 320/04947-083-000 | \$ 175,100 | 18 | | \$170.10 | \$34.02 | \$204.12 | \$204.12 | \$0.00 | 0.11% |
| 76 | Julie A. Praski (T1) Jesse M. Praski (T2) | 1256 33rd St. 50266-2016 | LOT 3 WOODLAND HEIGHTS PLAT 2 | 5323600 | 320/04949-003-000 | \$ 156,800 | 40 | | \$378.00 | \$75.60 | \$453.60 | \$453.60 | \$0.00 | 0.23% |
| 88 | Harlan K. Hanson (T1) Marilyn S. Roby (T2) | 3308 Sylvania Dr. 50266-2153 | LT 33 WOODLAND HEIGHTS PLAT 3 | 5323700 | 320/04949-045-000 | \$ 154,100 | 19.2 | | \$181.44 | \$36.29 | \$217.73 | \$217.73 | \$0.00 | 0.11% |
| 89 | John E. Passick (T1) | 3314 Sylvania Dr. 50266-2153 | LT 34 WOODLAND HEIGHTS PLAT 3 | 5323800 | 320/04949-046-000 | \$ 152,500 | 15.6 | | \$147.42 | \$29.48 | \$176.90 | \$176.90 | \$0.00 | 0.09% |
| 91 | Shirley A. Rachuy (T1) | 1114 33rd St. 50266-2135 | LT 6 WOODLAND HEIGHTS PLAT 3 | 5323900 | 320/04949-018-000 | \$ 192,900 | 47.2 | | \$446.04 | \$89.21 | \$535.25 | \$535.25 | \$0.00 | 0.28% |
| 95 | Steven Areges (T1) Bobbie Areges (T2) | 3201 Orchard Cir. 50266-2140 | LOT 5 WOODLAND HEIGHTS PLAT 4 | 5324000 | 320/04949-054-000 | \$ 183,400 | 18.4 | | \$173.88 | \$34.78 | \$208.66 | \$208.66 | \$0.00 | 0.11% |
| 96 | Donald H Devore And Alice M Devore Revocable Trust (T1) | 3208 Orchard Cir. 50266-2140 | LOT 9 WOODLAND HEIGHTS PLAT 4 | 5324100 | 320/04949-058-000 | \$ 170,100 | 35.2 | | \$332.64 | \$66.53 | \$399.17 | \$399.17 | \$0.00 | 0.21% |
| 100 | Kimberly Fox (T1) Huy Chan Tu (T2) | 3001 Pleasant St. 50266-2022 | -EX W 3F- LOT 47 WOODLAND HEIGHTS PLAT 5 | 5324200 | 320/04949-109-000 | \$ 188,300 | 57.2 | | \$540.54 | \$108.11 | \$648.65 | \$648.65 | \$0.00 | 0.33% |
| 103 | Deborah J. Synhorst (T1) | 2800 Woodland Pl. 50266-2039 | LT 18 WOODLAND HEIGHTS PLAT 5 | 5324300 | 320/04949-080-000 | \$ 172,200 | 32.8 | | \$309.96 | \$61.99 | \$371.95 | \$371.95 | \$0.00 | 0.19% |
| 104 | Donelda R. Olsasky (T1) Mail To: Julie Thomas 180 Loma Alta Ave. Los Gatos, CA 95030-6224 | 3000 Pleasant St. 50266-2010 | LT 2 WOODLAND HEIGHTS PLAT 5 | 5324400 | 320/04949-064-000 | \$ 163,800 | 19.2 | 33.6 | \$567.84 | \$113.57 | \$681.41 | \$681.41 | \$0.00 | 0.35% |
| 109 | Jason Goemaat (T1) | 1230 28th Pl. 50266-2001 | LT 31 WOODLAND HEIGHTS PLAT 5 | 5324500 | 320/04949-093-000 | \$ 160,200 | 58.8 | | \$555.66 | \$111.13 | \$666.79 | \$666.79 | \$0.00 | 0.34% |
| 110 | William J. Mc Carthy (T1) Paulette L. Mc Carthy (T2) | 1224 28th Pl. 50266-2001 | LT 32 WOODLAND HEIGHTS PLAT 5 | 5324600 | 320/04949-094-000 | \$ 187,500 | 33.6 | | \$317.52 | \$63.50 | \$381.02 | \$381.02 | \$0.00 | 0.20% |
| 112 | Ronald W. Maly (Trustee) (T1) Maxine E. Maly (Trustee) (T2) Ronald W Maly Trust (T3) Maxine E Maly Trust (T4) | 1231 28th Pl. 50266-2002 | LT 34 WOODLAND HEIGHTS PLAT 5 | 5324700 | 320/04949-096-000 | \$ 157,300 | | 16.8 | \$193.20 | \$38.64 | \$231.84 | \$231.84 | \$0.00 | 0.12% |

Assessment Schedule
2014 Sidewalk Improvement Program - Ph. 1
 West Des Moines, Iowa
 Project No. 0510-036-2014
 Date: August 4, 2016

Bond No.: Polk Co. 2015-02

| PROP. NO. | PROPERTY OWNER | PROPERTY ADDRESS | LEGAL DESCRIPTION | CERT. NO. | PARCEL NO. | COUNCIL VALUATION | SIDEWALK 4" (SF) | SIDEWALK 6" (SF) | CONSTRUCTION COST | ADMINISTRATION COST | TOTAL BENEFIT | FINAL ASSESSMENT | CONDITIONAL DEFICIENCY | PROPORTION OF TOTAL COST |
|-----------|---|----------------------------------|--|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 115 | Roger D. Williams (T1) Gail H. Williams (T2) | 2821 Pleasant St. 50266-2019 | LT 41 WOODLAND HEIGHTS PLAT 5 | 5324800 | 320/04949-103-000 | \$ 195,600 | 182 | | \$1,719.90 | \$343.98 | \$2,063.88 | \$2,063.88 | \$0.00 | 1.06% |
| 118 | Michéal L. Thompson (T1) Rebecca R. Thompson (T2) | 1236 29th St. 50266-2003 | LT 7 WOODLAND HEIGHTS PLAT 5 | 5324900 | 320/04949-069-000 | \$ 151,900 | 27.6 | | \$260.82 | \$52.16 | \$312.98 | \$312.98 | \$0.00 | 0.16% |
| 122 | John M. Dunlap (T1) Suella L. Dunlap (T2) | 1045 24th St. 50266-2108 | LOT 20 BEVERLY HILLS | 5325000 | 320/00616-000-000 | \$ 267,000 | 64 | | \$604.80 | \$120.96 | \$725.76 | \$725.76 | \$0.00 | 0.37% |
| 123 | St Timothys Episcop Church (T1) | 1020 24th St. 50266-2107 | LTS 42, 43, 44 & 45 BEVERLY HILLS | 5325100 | 320/00638-000-000 | \$ 970,000 | 17.6 | | \$166.32 | \$33.26 | \$199.58 | \$199.58 | \$0.00 | 0.10% |
| 125 | Michael Schneider (T1) Siobhan Schneider (T2) | 1027 24th St. 50266-2108 | N 84F LOT 17 & S 16F LOT 18 BEVERLY HILLS | 5325200 | 320/00613-000-000 | \$ 176,200 | 14 | | \$132.30 | \$26.46 | \$158.76 | \$158.76 | \$0.00 | 0.08% |
| 126 | David S. Griffieon (T1) Aleimarie Bohorquez/Griffieon (T2) | 1036 23rd St. 50266-2237 | N 90F W 180F LOT 12 BEVERLY HILLS | 5325300 | 320/00602-000-000 | \$ 178,200 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |
| 128 | Michael G. Richmond (T1) Cheryl J. Richmond (T2) | 2201 Woodland Ave. 50266-2244 | LT 1 BEVERLY HILLS PLAT 4 | 5325400 | 320/00643-000-000 | \$ 177,000 | | 14 | \$161.00 | \$32.20 | \$193.20 | \$193.20 | \$0.00 | 0.10% |
| 129 | Wayne B. Tendall (T1) Colleen T. Tendall (T2) Mail To: 33116 Fox Creek Dr. Waukee, IA 50263-7016 | 2201 Pleasant St. 50266 | E 18F ON N LN & E 6F ON S LN LT 26 & ALL LT 27 BEVERLY HILLS PLAT 5 | 5325500 | 320/00644-027-002 | \$ 129,400 | 31.2 | | \$294.84 | \$58.97 | \$353.81 | \$353.81 | \$0.00 | 0.18% |
| 130 | Jeanne D. Larson (T1) | 1301 28th St. 50266-2129 | -EX BEG NW COR LT 1 BEVERLY HILLS PLAT 5 THN SW 150.44F S 14.4F W 40.02F TO W LN LT 1 COUNTRY CLUB ESTATES PLAT 3 S 31.36F NE 63.99F NE 160.81F TO POB- PRT LT 1 BNG 40F VAC ROW LYG W OF & ADJ LOT 2 & N 44.4F LT 3 BEVERLY HILLS PLAT 5 COUNTRY CLUB ESTATES PLAT 3; AND LTS 1 & 2 & N44.4F LT 3 BEVERLY HILLS PLAT 5 | 5325600 | 320/00644-001-002 | \$ 196,300 | 53.6 | | \$506.52 | \$101.30 | \$607.82 | \$607.82 | \$0.00 | 0.31% |
| 134 | Betty Stone (T1) Hugh Stone (T2) Mail To: 29181 338th Ct. Adel, IA 50003 | 2507 Pleasant St. 50266 | LT 15 BEVERLY HILLS PLAT 5 | 5325700 | 320/00644-015-000 | \$ 192,700 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 138 | WB Holdings LLC (T1) Mail To: PO Box 65968 West Des Moines, IA 50265-0968 | 1233 23rd St. 50266-2242 | LT 35 BEVERLY HILLS PLAT 5 | 5325800 | 320/00644-035-000 | \$ 215,200 | 62.8 | | \$643.46 | \$128.69 | \$772.15 | \$772.15 | \$0.00 | 0.40% |
| 139 | Edward G. Reynolds (T1) Wendy K. Stroh (T2) Mail To: 9221 Albion S. Thornton, CO 80229-4129 | 1233 24th St. 50266-2112 | LT 44 BEVERLY HILLS PLAT 5 | 5325900 | 320/00644-044-000 | \$ 185,600 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |

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Bond No.: Polk Co. 2015-02

| PROP. NO. | PROPERTY OWNER | PROPERTY ADDRESS | LEGAL DESCRIPTION | CERT. NO. | PARCEL NO. | COUNCIL VALUATION | SIDEWALK 4" (SF) | SIDEWALK 6" (SF) | CONSTRUCTION COST | ADMINISTRATION COST | TOTAL BENEFIT | FINAL ASSESSMENT | CONDITIONAL DEFICIENCY | PROPORTION OF TOTAL COST |
|-----------|---|-----------------------------------|---|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 142 | Lydell H. Marion (T1) | 1232 25th St. 50266-2113 | LT 54 BEVERLY HILLS PLAT 5 | 5326000 | 320/00644-054-000 | \$ 205,200 | 30.4 | | \$287.28 | \$57.46 | \$344.74 | \$344.74 | \$0.00 | 0.18% |
| 145 | Jay H. Albright (T1) Debra K. Albright (T2) | 1218 26th St. 50266-2115 | LT 8 BEVERLY HILLS PLAT 5 | 5326100 | 320/00644-008-000 | \$ 199,300 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |
| 149 | Donald L. Newquist (T1) Rita K. Newquist (T2) | 2207 Pleasant St. 50266-2245 | TRI PC BNG E 9F ON N LN LT 25 &-EX E 18F ON N LN & E 6F ON S LN- LT 26 BEVERLY HILLS PLAT 5 | 5326200 | 320/00644-026-000 | \$ 131,600 | 32 | | \$302.40 | \$60.48 | \$362.88 | \$362.88 | \$0.00 | 0.19% |
| 153 | Richard P. Reese (T1) Sharon O. Reese (T2) Natalie R Reese (T3) | 2301 Woodland Ave. 50266-2118 | LOT 2 BEVERLY HILLS PLT 3 | 5326300 | 320/00642-002-000 | \$ 169,000 | 31.6 | | \$298.62 | \$59.72 | \$358.34 | \$358.34 | \$0.00 | 0.18% |
| 154 | Maria Perez (T1) | 2316 Woodland Ave. 50266-2117 | LOT 23 BEVERLY HILLS PLT 3 | 5326400 | 320/00642-023-000 | \$ 191,200 | 32 | | \$302.40 | \$60.48 | \$362.88 | \$362.88 | \$0.00 | 0.19% |
| 159 | Vera J. Taylor (T1) | 2501 Woodland Ave. 50266-2122 | LOT 8 BEVERLY HILLS PLT 3 | 5326500 | 320/00642-008-000 | \$ 173,600 | 72 | | \$680.40 | \$136.08 | \$816.48 | \$816.48 | \$0.00 | 0.42% |
| 169 | Jonathon W. Stout (T1) Petra L. DeVries Stout (T2) | 801 Valley West Dr. 50265-3188 | LOT 7 ASHWORTH 35 | 5326600 | 320/00521-057-000 | \$ 235,400 | 47.6 | | \$449.82 | \$89.96 | \$539.78 | \$539.78 | \$0.00 | 0.28% |
| 171 | Kyle A. Hutcheson (T1) | 3108 Vine St. 50265-3247 | LOT 10 FAIRMEADOWS PLAT 15 | 5326700 | 320/02190-066-000 | \$ 164,700 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 172 | Carl W. Mersereau (T1) Josephine Mersereau (T2) | 3212 Vine St. 50265-3249 | LOT 17 FAIRMEADOWS PLAT 15 | 5326800 | 320/02190-073-000 | \$ 225,800 | 46.8 | | \$442.26 | \$88.45 | \$530.71 | \$530.71 | \$0.00 | 0.27% |
| 173 | Joseph L. Dehner (T1) Rachael S. Dehner (T2) | 3200 Vine St. 50265-3249 | LOT 14 FAIRMEADOWS PLAT 15 | 5326900 | 320/02190-070-000 | \$ 150,400 | 16.4 | 46.4 | \$688.58 | \$137.72 | \$826.30 | \$826.30 | \$0.00 | 0.43% |
| 175 | Jason M. Andersen (T1) | 3217 Vine St. 50265-3250 | LOT 22 FAIRMEADOWS PLAT 15 | 5327100 | 320/02190-078-000 | \$ 185,900 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 178 | Christopher P. Carver (T1) Pamela J. Carver (T2) | 907 32nd St. 50265-3226 | LOT 5 FAIRMEADOWS PLAT 15 | 5327200 | 320/02190-061-000 | \$ 164,600 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |
| 180 | Nolan R. Finnegan (T1) | 3448 Ashworth Rd. 50265-3138 | LOT 1 FAIRMEADOWS PLAT 16 | 5327300 | 320/02190-085-000 | \$ 157,400 | 30.8 | | \$291.06 | \$58.21 | \$349.27 | \$349.27 | \$0.00 | 0.18% |
| 181 | Robert E. Toye (T1) Rita J. Toye (T2) | 3440 Ashworth Rd. 50265-3138 | LOT 2 FAIRMEADOWS PLAT 16 | 5327400 | 320/02190-086-000 | \$ 168,400 | 40 | | \$378.00 | \$75.60 | \$453.60 | \$453.60 | \$0.00 | 0.23% |
| 182 | Linda M. Fessler (T1) | 3400 Ashworth Rd. 50265-3138 | LOT 6 FAIRMEADOWS PLAT 16 | 5327500 | 320/02190-090-000 | \$ 162,900 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |
| 183 | Shannon M. Burke (T1) Daniel P. Burke (T2) | 540 33rd St. 50265-3163 | LT 11 FAIRMEADOWS PLAT 19 | 5327600 | 320/02190-171-000 | \$ 199,100 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 184 | Brian Mc Clarey (T1) Lori A. Mc Clarey (T2) | 536 33rd St. 50265-3163 | LT 12 FAIRMEADOWS PLAT 19 | 5327700 | 320/02190-172-000 | \$ 182,600 | 49.2 | | \$464.94 | \$92.99 | \$557.93 | \$557.93 | \$0.00 | 0.29% |

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|-----------|---|-----------------------------------|-------------------------------|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 191 | Joanne E. Rothchild (T1) | 616 33rd St. 50265-3114 | LT 4 FAIRMEADOWS PLAT 19 | 5327800 | 320/02190-164-000 | \$ 205,200 | 49.2 | | \$464.94 | \$92.99 | \$557.93 | \$557.93 | \$0.00 | 0.29% |
| 192 | Thomas A. Revell (T1) Linda A. Revell (T2) | 548 33rd St. 50265-3163 | LT 9 FAIRMEADOWS PLAT 19 | 5327900 | 320/02190-169-000 | \$ 159,200 | 16.4 | | \$154.98 | \$31.00 | \$185.98 | \$185.98 | \$0.00 | 0.10% |
| 193 | Katherine C. Rynard (T1) | 3401 Meadow Ln. 50265-3101 | LOT 1 FAIRMEADOWS PLAT 21 | 5328000 | 320/02190-210-000 | \$ 174,700 | 32.4 | | \$306.18 | \$61.24 | \$367.42 | \$367.42 | \$0.00 | 0.19% |
| 195 | Sheri M. Begolka (T1) | 532 34th St. 50265-3128 | LOT 12 FAIRMEADOWS PLAT 21 | 5328100 | 320/02190-221-000 | \$ 219,800 | 49.2 | | \$464.94 | \$92.99 | \$557.93 | \$557.93 | \$0.00 | 0.29% |
| 196 | Robert Allen (T1) Wilfe C. Allen (T2) Mail To: 612 SE Chaparal Ct. Ankeny, IA 50021-3938 | 3404 Giles St. 50265-4025 | LOT 16 FAIRMEADOWS PLAT 21 | 5328200 | 320/02190-225-000 | \$ 172,800 | 64 | | \$604.80 | \$120.96 | \$725.76 | \$725.76 | \$0.00 | 0.37% |
| 197 | Federal National Mortgage Association (T1) Mail To: P. O. Box 650043 Dallas, TX 75265-0043 | 620 34th St. 50265-3130 | LOT 2 FAIRMEADOWS PLAT 21 | 5328300 | 320/02190-211-000 | \$ 253,200 | 48 | | \$453.60 | \$90.72 | \$544.32 | \$544.32 | \$0.00 | 0.28% |
| 199 | Rodney J. Gamache (T1) Erin L. O'Brien (T2) | 605 34th St. 50265-3131 | LOT 28 FAIRMEADOWS PLAT 21 | 5328400 | 320/02190-237-000 | \$ 199,100 | 49.2 | | \$464.94 | \$92.99 | \$557.93 | \$557.93 | \$0.00 | 0.29% |
| 202 | Lori L. Hartman (T1) | 544 34th St. 50265-3128 | LOT 9 FAIRMEADOWS PLAT 21 | 5328500 | 320/02190-218-000 | \$ 166,700 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 203 | Sandra J. Petersen (T1) Kerry D. Petersen (T2) | 545 34th St. 50265-3129 | LT 25 FAIRMEADOWS PLAT 21 | 5328600 | 320/02190-234-000 | \$ 207,900 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 207 | Miller D. Ferguson (T1) Jackie S. Ferguson (T2) | 541 Valley West Dr. 50265-3181 | LOT 5 FAIRMEADOWS PLAT 30 | 5328700 | 320/02190-405-000 | \$ 202,400 | 64 | | \$629.80 | \$125.96 | \$755.76 | \$755.76 | \$0.00 | 0.39% |
| 210 | Michael C. Burton (T1) | 620 31st St. 50265-3104 | LOT 12 FAIRMEADOWS PLAT NO 10 | 5328800 | 320/02046-000-000 | \$ 149,500 | 47.2 | | \$446.04 | \$89.21 | \$535.25 | \$535.25 | \$0.00 | 0.28% |
| 215 | Mark V. Martin (T1) | 528 31st St. 50265-3102 | LOT 24 FAIRMEADOWS PLAT NO 10 | 5328900 | 320/02058-000-000 | \$ 142,400 | 31.6 | | \$298.62 | \$59.72 | \$358.34 | \$358.34 | \$0.00 | 0.18% |
| 217 | Jacob C. Thomas (T1) Lisa M. Thomas (T2) | 3104 Giles St. 50265-4001 | LOT 28 FAIRMEADOWS PLAT NO 10 | 5329000 | 320/02065-000-000 | \$ 147,700 | 163.2 | | \$1,542.24 | \$308.45 | \$1,850.69 | \$1,850.69 | \$0.00 | 0.95% |
| 219 | ACR Construction (T1) Mail To: 1801 47th St. Des Moines, IA 50310-3040 | 3004 Giles St. 50265-4117 | LOT 33 FAIRMEADOWS PLAT NO 10 | 5329100 | 320/02070-000-000 | \$ 135,700 | 130.8 | | \$1,236.06 | \$247.21 | \$1,483.27 | \$1,483.27 | \$0.00 | 0.77% |
| 221 | Thomas A. Meierotto (T1) Jessica N. Meierotto (T2) | 525 30th St. 50265-4111 | LOT 38 FAIRMEADOWS PLAT NO 10 | 5329200 | 320/02075-000-000 | \$ 147,000 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |

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|-----------|---|-------------------------------|-------------------------------|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 222 | Kenneth J. Taylor (Trustee) (T1) Kimberly D. Taylor (Trustee) (T2) Kenneth J & Kimberly D Taylor Revocable Trust (T3) | 533 30th St. 50265-4111 | LOT 40 FAIRMEADOWS PLAT NO 10 | 5329300 | 320/02077-000-000 | \$ 165,700 | 47.2 | | \$446.04 | \$89.21 | \$535.25 | \$535.25 | \$0.00 | 0.28% |
| 225 | Adam McCollom (T1) Marina McCollom (T2) Joan McCollom (T3) | 549 30th St. 50265-4111 | LOT 44 FAIRMEADOWS PLAT NO 10 | 5329400 | 320/02081-000-000 | \$ 166,600 | 28.4 | | \$268.38 | \$53.68 | \$322.06 | \$322.06 | \$0.00 | 0.17% |
| 228 | Thomas J. Armstrong (T1) Nichole L. Armstrong (T2) | 3004 Meadow Ln. 50265-4138 | LOT 50 FAIRMEADOWS PLAT NO 10 | 5329500 | 320/02087-000-000 | \$ 146,100 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 229 | Leyna E. Wilson (T1) Scott W. Wilson (T2) | 604 30th St. 50265-4112 | LOT 53 FAIRMEADOWS PLAT NO 10 | 5329600 | 320/02090-000-000 | \$ 154,500 | 62.8 | | \$593.46 | \$118.69 | \$712.15 | \$712.15 | \$0.00 | 0.37% |
| 235 | Lyman & Lyman Asset Management LLC Mail To: 5511 Westwood Dr. Des Moines, IA 50312-2014 | 524 30th St. 50265-4110 | LOT 62 FAIRMEADOWS PLAT NO 10 | 5329700 | 320/02102-000-000 | \$ 145,200 | 31.2 | | \$294.84 | \$58.97 | \$353.81 | \$353.81 | \$0.00 | 0.18% |
| 240 | Joseph M. Garcia (Trustee) (T1) The Trust Of Joseph M Garcia (T2) | 3017 Meadow Ln. 50265-4139 | LOT 7 FAIRMEADOWS PLAT NO 10 | 5329800 | 320/02041-000-000 | \$ 152,100 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |
| 249 | Kristin Hilton (T1) Terri L. Steinmann (T2) | 2915 Vine St. 50265-3244 | LOT 12 FAIRMEADOWS PLAT NO 11 | 5329900 | 320/02143-000-000 | \$ 159,600 | 48 | | \$453.60 | \$90.72 | \$544.32 | \$544.32 | \$0.00 | 0.28% |
| 251 | Daniel H. Northey (T1) Rosamaria Northey (T2) | 914 31st St. 50265-3223 | LOT 23 FAIRMEADOWS PLAT NO 11 | 5330000 | 320/02154-000-000 | \$ 176,600 | 15.6 | | \$147.42 | \$29.48 | \$176.90 | \$176.90 | \$0.00 | 0.09% |
| 252 | William G. Stifel (T1) Mary Stifel (T2) Rena Stifel (T3) | 931 31st St. 50265-3224 | LOT 28 FAIRMEADOWS PLAT NO 11 | 5330100 | 320/02160-000-000 | \$ 160,600 | 27.2 | | \$257.04 | \$51.41 | \$308.45 | \$308.45 | \$0.00 | 0.16% |
| 256 | Robert L. Spidle (T1) Bonnie L. Spidle (T2) | 3105 Vine St. 50265-3248 | LOT 40 FAIRMEADOWS PLAT NO 11 | 5330200 | 320/02172-000-000 | \$ 140,300 | 79.2 | | \$748.44 | \$149.69 | \$898.13 | \$898.13 | \$0.00 | 0.46% |
| 258 | Ross E. Roti (T1) | 3005 Vine St. 50265-3246 | LOT 43 FAIRMEADOWS PLAT NO 11 | 5330300 | 320/02175-000-000 | \$ 177,600 | 18.4 | | \$173.88 | \$34.78 | \$208.66 | \$208.66 | \$0.00 | 0.11% |
| 259 | Leonard E. Newgard, Jr. (T1) | 3100 Vine St. 50265-3247 | LOT 44 FAIRMEADOWS PLAT NO 11 | 5330400 | 320/02176-000-000 | \$ 161,300 | 20 | 30.4 | \$538.60 | \$107.72 | \$646.32 | \$646.32 | \$0.00 | 0.33% |
| 262 | Andrew J. Baker (T1) Natalie J. Bach (T2) | 3004 Vine St. 50265-3245 | LOT 47 FAIRMEADOWS PLAT NO 11 | 5330500 | 320/02179-000-000 | \$ 162,600 | 48.4 | | \$457.38 | \$91.48 | \$548.86 | \$548.86 | \$0.00 | 0.28% |
| 264 | Jennifer S. Risolvato (T1) | 2912 Vine St. 50265-3243 | LOT 53 FAIRMEADOWS PLAT NO 11 | 5330600 | 320/02185-000-000 | \$ 176,600 | 34 | | \$321.30 | \$64.26 | \$385.56 | \$385.56 | \$0.00 | 0.20% |
| 275 | Maureen E. Murphy (T1) | 520 32nd St. 50265-3106 | LOT 32 FAIRMEADOWS PLAT NO 12 | 5330700 | 320/02188-032-000 | \$ 171,400 | 48 | | \$453.60 | \$90.72 | \$544.32 | \$544.32 | \$0.00 | 0.28% |
| 276 | Faye E. Grandfield (T1) | 528 32nd St. 50265-3106 | LOT 34 FAIRMEADOWS PLAT NO 12 | 5330800 | 320/02188-034-000 | \$ 146,500 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |

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|-----------|--|----------------------------------|-------------------------------|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 279 | Amy Ross (Trustee) (T1) 544 32nd Street Trust (T2) Mail To: Professional Services 328 5th St. West Des Moines, IA 50265-4632 | 544 32nd St. 50265 | LOT 38 FAIRMEADOWS PLAT NO 12 | 5330900 | 320/02188-038-000 | \$ 139,300 | 15.6 | | \$147.42 | \$29.48 | \$176.90 | \$176.90 | \$0.00 | 0.09% |
| 280 | James L. Cashman (T1) | 548 32nd St. 50265-3106 | LOT 39 FAIRMEADOWS PLAT NO 12 | 5331000 | 320/02188-039-000 | \$ 143,600 | 32.4 | | \$306.18 | \$61.24 | \$367.42 | \$367.42 | \$0.00 | 0.19% |
| 285 | Tracy Murphy (T1) Todd Murphy (T2) | 3204 Brookview Dr. 50265-3148 | LOT 51 FAIRMEADOWS PLAT NO 12 | 5331100 | 320/02188-051-000 | \$ 166,000 | 16.4 | | \$154.98 | \$31.00 | \$185.98 | \$185.98 | \$0.00 | 0.10% |
| 286 | Joseph Uzel (T1) Chandelle Uzel (T2) | 701 32nd St. 50265-3111 | LOT 8 FAIRMEADOWS PLAT NO 12 | 5331200 | 320/02188-008-000 | \$ 151,600 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 288 | Brian A. Bolick (T1) Manda A. Bolick (T2) | 727 33rd St. 50265-3117 | LOT 10 FAIRMEADOWS PLAT NO 17 | 5331300 | 320/02190-105-000 | \$ 146,600 | 15.6 | | \$147.42 | \$29.48 | \$176.90 | \$176.90 | \$0.00 | 0.09% |
| 291 | Benjamin S. Stein (T1) | 718 33rd St. 50265-3116 | LOT 16 FAIRMEADOWS PLAT NO 17 | 5331400 | 320/02190-111-000 | \$ 157,100 | 15.6 | | \$147.42 | \$29.48 | \$176.90 | \$176.90 | \$0.00 | 0.09% |
| 292 | Steven M. Mc Gee (T1) | 736 33rd St. 50265-3116 | LOT 19 FAIRMEADOWS PLAT NO 17 | 5331500 | 320/02190-114-000 | \$ 158,300 | 31.6 | | \$298.62 | \$59.72 | \$358.34 | \$358.34 | \$0.00 | 0.18% |
| 293 | Amanda Krenz (T1) | 751 34th St. 50265-3133 | LOT 23 FAIRMEADOWS PLAT NO 17 | 5331600 | 320/02190-118-000 | \$ 161,900 | 32.4 | | \$306.18 | \$61.24 | \$367.42 | \$367.42 | \$0.00 | 0.19% |
| 295 | Ruth K. Freed (T1) | 736 34th St. 50265-3132 | LOT 36 FAIRMEADOWS PLAT NO 17 | 5331700 | 320/02190-131-000 | \$ 170,500 | 14.4 | | \$136.08 | \$27.22 | \$163.30 | \$163.30 | \$0.00 | 0.08% |
| 304 | Joseph F. Tomaso (T1) Joanna Runella (T2) | 754 34th Pl. 50265-3126 | LT 23 FAIRMEADOWS PLAT NO 24 | 5331800 | 320/02190-290-000 | \$ 205,900 | 38.4 | | \$362.88 | \$72.58 | \$435.46 | \$435.46 | \$0.00 | 0.22% |
| 305 | Joseph Bantz (T1) Valerie E. Bantz (T2) | 3419 Brookview Dr. 50265-3153 | LT 6 FAIRMEADOWS PLAT NO 24 | 5331900 | 320/02190-273-000 | \$ 193,400 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 312 | Sondra L. Stuck (T1) | 520 34th Pl. 50265-3122 | LT 17 FAIRMEADOWS PLAT NO 26 | 5332000 | 320/02190-336-000 | \$ 215,800 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 313 | Rachel Keating (T1) | 3420 Giles St. 50265-4025 | LT 18 FAIRMEADOWS PLAT NO 26 | 5332100 | 320/02190-337-000 | \$ 208,000 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 314 | Stephen Peterson (T1) Kristen Peterson (T2) | 3416 Giles St. 50265-4025 | LT 19 FAIRMEADOWS PLAT NO 26 | 5332200 | 320/02190-338-000 | \$ 197,200 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |
| 320 | Marilynn L. Bunn (T1) | 601 34th Pl. 50265-3125 | LT 29 FAIRMEADOWS PLAT NO 26 | 5332300 | 320/02190-348-000 | \$ 191,700 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 328 | Carole A. Hays (Trustee) (T1) Carole A. Hays Revocable Trust (T2) | 836 25th St. 50265-3206 | LOT 11 CROWN FLAIR ESTATES | 5332400 | 320/01431-011-000 | \$ 388,900 | 48.4 | | \$457.38 | \$91.48 | \$548.86 | \$548.86 | \$0.00 | 0.28% |

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|-----------|---|------------------------------------|---------------------------------|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 333 | Steven W. McCullough (T1) M Beth McCullough (T2) | 843 26th St. 50265-3262 | LOT 19 CROWN FLAIR ESTATES | 5332500 | 320/01431-019-000 | \$ 336,000 | 64.4 | | \$608.58 | \$121.72 | \$730.30 | \$730.30 | \$0.00 | 0.38% |
| 337 | Kevin J. Brownell (T1) Maria E. Brownell (T2) | 843 27th St. 50265-3258 | LOT 31 CROWN FLAIR ESTATES | 5332600 | 320/01431-031-000 | \$ 262,600 | 37.2 | 34.4 | \$747.14 | \$149.43 | \$896.57 | \$896.57 | \$0.00 | 0.46% |
| 338 | Margaret A. Thomson (T1) | 831 27th St. 50265-3258 | LOT 33 CROWN FLAIR ESTATES | 5332700 | 320/01431-033-000 | \$ 366,800 | 36.8 | | \$347.76 | \$69.55 | \$417.31 | \$417.31 | \$0.00 | 0.22% |
| 339 | Steven H. Sims (T1) Marcia L. Sims (T2) | 830 27th St. 50265-3203 | LOT 34 CROWN FLAIR ESTATES | 5332800 | 320/01431-034-000 | \$ 324,500 | 20.4 | | \$192.78 | \$38.56 | \$231.34 | \$231.34 | \$0.00 | 0.12% |
| 342 | James Bearden (T1) Tracey Bearden (T2) | 2714 Ashworth Rd. 50265-3259 | LOT 48 CROWN FLAIR ESTATES | 5332900 | 320/01431-048-000 | \$ 461,200 | 15.2 | | \$143.64 | \$28.73 | \$172.37 | \$172.37 | \$0.00 | 0.09% |
| 343 | Douglas G. Peckumn (T1) Debra A. Thomas (T2) | 901 25th St. 50265-3209 | LOT 5 CROWN FLAIR ESTATES | 5333000 | 320/01431-005-000 | \$ 279,300 | 34.8 | | \$328.86 | \$65.77 | \$394.63 | \$394.63 | \$0.00 | 0.20% |
| 345 | Brian L. Hahn (T1) Michelle A. Hahn (T2) | 831 25th St. 50265-3207 | LOT 9 CROWN FLAIR ESTATES | 5333100 | 320/01431-009-000 | \$ 237,100 | 16.4 | | \$154.98 | \$31.00 | \$185.98 | \$185.98 | \$0.00 | 0.10% |
| 346 | Christopher L. Hamlett (T1) Naomi A. Hamlett (T2) | 2509 Crown Flair Dr. 50265-3271 | LT 2 CROWN FLAIR ESTATES PLAT 2 | 5333200 | 320/01431-052-000 | \$ 316,400 | 87.6 | | \$840.32 | \$168.06 | \$1,008.38 | \$1,008.38 | \$0.00 | 0.52% |
| 352 | Ronald L. Mc Clain (T1) Judy A. Mc Clain (T2) | 544 28th St. 50265-4106 | LOT 26 FAIRMEADOWS NO 8 | 5333300 | 320/01957-000-000 | \$ 149,400 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 354 | Sergio E. Pinon (T1) | 533 29th St. 50265-4109 | LOT 34 FAIRMEADOWS NO 8 | 5333400 | 320/01965-000-000 | \$ 147,000 | 31.2 | | \$294.84 | \$58.97 | \$353.81 | \$353.81 | \$0.00 | 0.18% |
| 355 | Deborah L. Noe (T1) Lance J. Noe (T2) | 529 29th St. 50265-4109 | LOT 35 FAIRMEADOWS NO 8 | 5333500 | 320/01966-000-000 | \$ 153,600 | 32.8 | | \$309.96 | \$61.99 | \$371.95 | \$371.95 | \$0.00 | 0.19% |
| 356 | Jeremy S. Shoars (T1) Katie L. Stifel (T2) | 520 29th St. 50265-4108 | LOT 38 FAIRMEADOWS NO 8 | 5333600 | 320/01971-000-000 | \$ 153,000 | 33.2 | | \$313.74 | \$62.75 | \$376.49 | \$376.49 | \$0.00 | 0.19% |
| 357 | Richard W. Robbins (T1) Cherie L. Robbins (T2) | 524 29th St. 50265-4108 | LOT 39 FAIRMEADOWS NO 8 | 5333700 | 320/01972-000-000 | \$ 140,400 | 131.6 | | \$1,243.62 | \$248.72 | \$1,492.34 | \$1,492.34 | \$0.00 | 0.77% |
| 359 | Mie M. Napa (T1) | 544 29th St. 50265-4108 | LOT 44 FAIRMEADOWS NO 8 | 5333800 | 320/01977-000-000 | \$ 139,100 | 20 | | \$189.00 | \$37.80 | \$226.80 | \$226.80 | \$0.00 | 0.12% |
| 362 | Kathryn L. Mandsager (T1) Mail To: 6733 Augustine Ct. Johnston, IA 50131-4700 | 2908 Meadow Ln. 50265-4136 | LOT 49 FAIRMEADOWS NO 8 | 5333900 | 320/01982-000-000 | \$ 161,300 | 46.4 | 43.2 | \$935.28 | \$187.06 | \$1,122.34 | \$1,122.34 | \$0.00 | 0.58% |
| 365 | Kaleb Foshe (T1) | 2715 Meadow Ln. 50265-4133 | LOT 60 FAIRMEADOWS NO 8 | 5334000 | 320/01993-000-000 | \$ 154,800 | 16.4 | | \$154.98 | \$31.00 | \$185.98 | \$185.98 | \$0.00 | 0.10% |

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|-----------|---|------------------------------------|---|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 366 | Gilbert A. Wheeler (Trustee) (T1) Gilbert A Wheeler Trust (T2) Phyllis E Wheeler (Trustee) (T3) Phyllis E Wheeler Trust (T4) | 529 28th St. 50265-4107 | LOT 8 FAIRMEADOWS NO 8 | 5334100 | 320/01939-000-000 | \$ 141,300 | 48 | | \$453.60 | \$90.72 | \$544.32 | \$544.32 | \$0.00 | 0.28% |
| 367 | Colby G. Larsen (T1) Carrie L. Larsen (T2) | 520 28th St. 50265-4106 | LT 20 & TRI PC LT 37 MEAS E 2.75F ON S LN & E ZERO F ON N LN FAIRMEADOWS PLAT 8 | 5334200 | 320/01951-001-000 | \$ 145,300 | 34 | | \$321.30 | \$64.26 | \$385.56 | \$385.56 | \$0.00 | 0.20% |
| 369 | Lee M. Lathrop (T1) Bonita J. Lathrop (T2) | 2413 Fairlawn Dr. 50265-3231 | -EX E 2 F- LOT 33 FAIRMEADOWS PLAT 13 | 5334300 | 320/02190-033-000 | \$ 156,800 | 17.2 | | \$162.54 | \$32.51 | \$195.05 | \$195.05 | \$0.00 | 0.10% |
| 370 | Justin Igarashi (T1) | 2301 Fairlawn Dr. 50265-3339 | -EX W 2.5F- LOT 26 FAIRMEADOWS PLAT 13 | 5334400 | 320/02190-026-000 | \$ 143,300 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |
| 372 | Chad Robeoltman (T1) Susan Robeoltman (T2) | 2701 Fairlawn Dr. 50265-3204 | LOT 3 FAIRMEADOWS PLAT 13 | 5334500 | 320/02190-003-000 | \$ 140,800 | 16.4 | | \$154.98 | \$31.00 | \$185.98 | \$185.98 | \$0.00 | 0.10% |
| 373 | Stephen R. Wolfe (T1) Jana Wolfe (T2) | 2516 Fairlawn Dr. 50265-3232 | LOT 8 FAIRMEADOWS PLAT 13 | 5334600 | 320/02190-008-000 | \$ 149,300 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 374 | Tim A. Roemmich (T1) Mari B. Roemmich (T2) | 833 23rd St. 50265-3320 | LOT 7 FAIRMEADOWS PLAT 14 | 5334700 | 320/02190-052-000 | \$ 231,800 | | 15.6 | \$179.40 | \$35.88 | \$215.28 | \$215.28 | \$0.00 | 0.11% |
| 375 | Gayle A. Perbera (T1) | 837 23rd St. 50265-3320 | LOT 8 FAIRMEADOWS PLAT 14 | 5334800 | 320/02190-053-000 | \$ 166,000 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 378 | Melvin Bryson (T1) Mail To: POB 7544 Urbandale, IA 50323-7544 | 2210 Ashworth Rd. 50265 | -EX S 15 F- LT 18 FAIRMEADOWS PLAT 18 CORRECTED | 5334900 | 320/02190-157-000 | \$ 300,800 | 52.8 | | \$498.96 | \$99.79 | \$598.75 | \$598.75 | \$0.00 | 0.31% |
| 380 | Bart Ross (T1) Kara Ross (T2) | 903 23rd St. 50265-3322 | LOT 13 FAIRMEADOWS PLAT 18 CORRECTED | 5335000 | 320/02190-152-000 | \$ 171,400 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 381 | Rusel Mc Querry (T1) Victoria Olson-Mc Querry (T2) | 2208 Crown Flair Dr. 50265-3334 | LOT 15 FAIRMEADOWS PLAT 18 CORRECTED | 5335100 | 320/02190-154-000 | \$ 170,400 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |
| 382 | Edna L. Uedelhofen (T1) Susan Uedelhofen (T2) | 921 23rd St. 50265-3323 | LOT 16 FAIRMEADOWS PLAT 18 CORRECTED | 5335200 | 320/02190-155-000 | \$ 180,200 | 15.6 | | \$147.42 | \$29.48 | \$176.90 | \$176.90 | \$0.00 | 0.09% |
| 389 | Vine Street Properties LLC (T1) Mail To: Betty Hill Swander 145 5th St. West Des Moines, IA 50265-4717 | 2600 Vine St. 50265 | LOTS 1 & 3 FAIRMEADOWS PLAT 29 | 5335300 | 320/02190-389-001 | \$ 532,000 | 34 | | \$321.30 | \$64.26 | \$385.56 | \$385.56 | \$0.00 | 0.20% |
| 393 | Danny R. Beaty (T1) Pamela A. Beaty (T2) | 2304 Vine St. 50265-4810 | E 20F LOT 88 & W 50F LOT 89 FAIRMEADOWS PLAT 5 | 5335400 | 320/01707-000-000 | \$ 135,700 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 397 | Alicia A. Trainer (T1) | 605 24th St. 50265-4839 | -EX E 3F- LOT 68 FAIRMEADOWS PLAT 5 | 5335500 | 320/01685-000-000 | \$ 132,100 | 47.2 | | \$446.04 | \$89.21 | \$535.25 | \$535.25 | \$0.00 | 0.28% |

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|-----------|--|----------------------------------|--|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 401 | Robert A. Nandell (Trustee) (T1) Robert A. Nandell Revocable Trust (T2) | 551 22nd St. 50265-4101 | LOT 100 FAIRMEADOWS PLAT 5 | 5335600 | 320/01718-000-000 | \$ 141,400 | 30.8 | 18.4 | \$502.66 | \$100.53 | \$603.19 | \$603.19 | \$0.00 | 0.31% |
| 406 | Vonda L. Hill (T1) | 2304 Prospect Ave. 50265-3345 | LOT 27 FAIRMEADOWS PLAT 5 | 5335700 | 320/01643-000-000 | \$ 113,200 | 32.4 | | \$306.18 | \$61.24 | \$367.42 | \$367.42 | \$0.00 | 0.19% |
| 409 | Dwight D. Porter (T1) Amy M. Porter (T2) | 2201 Hillside Ave. 50265-4842 | LOT 33 FAIRMEADOWS PLAT 5 | 5335800 | 320/01649-000-000 | \$ 162,100 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |
| 410 | Benjamin M. Lortz (T1) Amy Lortz (T2) | 2309 Park Ln. 50265-4856 | LOT 64 FAIRMEADOWS PLAT 5 | 5335900 | 320/01681-000-000 | \$ 162,500 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |
| 413 | Lynne M. Klaus (T1) | 724 24th St. 50265-4840 | LOT 72 FAIRMEADOWS PLAT 5 | 5336000 | 320/01689-000-000 | \$ 119,200 | 21.6 | 26 | \$503.12 | \$100.62 | \$603.74 | \$603.74 | \$0.00 | 0.31% |
| 416 | Kurt Musgrave (T1) | 2120 Vine St. 50265-4806 | LOT 97 FAIRMEADOWS PLAT 5 | 5336100 | 320/01715-000-000 | \$ 143,200 | 60 | | \$567.00 | \$113.40 | \$680.40 | \$680.40 | \$0.00 | 0.35% |
| 417 | Kesterson Investment Corp (T1) | 2625 Vine St. 50265-3286 | PARCEL D BK 6813 PG 19 OUTLOT Y FAIRMEADOWS PLAT 13; AND -EX BEG 96F S OF NE COR THN SWLY TO SW COR LT 81 FAIRMEADOWS PLAT 5 NW 131.15F N290F NW74.4F N 188.16F E 298.62F TO POB- OL B LYG N OF VINE ST FAIRMEADOWS PLAT 5 | 5336200 | 320/01720-006-003 | \$ 5,570,000 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 419 | Dennis D. Schutt (T1) | 2400 Vine St. 50265-4812 | SELY 10F OL B LYG W OF & ADJ & NWLY 50F LT 82 FAIRMEADOWS PLT 5 | 5336300 | 320/01699-000-000 | \$ 104,700 | 21.6 | | \$204.12 | \$40.82 | \$244.94 | \$244.94 | \$0.00 | 0.13% |
| 421 | Michael L. Niklawski (T1) Constance A. Niklawski (T2) | 525 25th St. 50265-4105 | -EX TRI PC BNG N 10F ON E LN TO NW CORNER ON W LN- LOT 22 FAIRMEADOWS PLAT 6 | 5336400 | 320/01745-000-000 | \$ 147,100 | 32.4 | | \$306.18 | \$61.24 | \$367.42 | \$367.42 | \$0.00 | 0.19% |
| 424 | Michael D. Kimball (T1) | 521 25th St. 50265-4105 | LOT 21 FAIRMEADOWS PLAT 6 | 5336500 | 320/01744-000-000 | \$ 129,900 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |
| 426 | Stephanie M. Hanson (T1) | 528 24th St. 50265-4102 | LOT 27 FAIRMEADOWS PLAT 6 | 5336600 | 320/01750-000-000 | \$ 148,700 | 80.8 | | \$763.56 | \$152.71 | \$916.27 | \$916.27 | \$0.00 | 0.47% |
| 429 | John N. Hickling (T1) Charlene F. Hickling (T2) | 512 24th St. 50265-4102 | LOT 31 FAIRMEADOWS PLAT 6 | 5336700 | 320/01754-000-000 | \$ 138,000 | 32 | 75.2 | \$1,167.20 | \$233.44 | \$1,400.64 | \$1,400.64 | \$0.00 | 0.72% |
| 432 | Jodie A. Wilkening-Bright (T1) Virgil L. Bright, Jr. (T2) | 509 24th St. 50265-4103 | LOT 37 FAIRMEADOWS PLAT 6 | 5336800 | 320/01762-000-000 | \$ 168,400 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |
| 433 | Katherine M. Halsch (T1) | 525 24th St. 50265-4103 | LOT 41 FAIRMEADOWS PLAT 6 | 5336900 | 320/01766-000-000 | \$ 164,600 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 437 | Cathy H. Nguyen (T1) | 2208 Meadow Ln. 50265-4125 | LOT 47 FAIRMEADOWS PLAT 6 | 5337000 | 320/01772-000-000 | \$ 135,900 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |

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| 440 | Clayton R. Lewis (T1) Darcie L. Lewis (T2) | 2225 Locust St. 50265-4151 | LOT 51 FAIRMEADOWS PLAT 6 | 5337100 | 320/01776-000-000 | \$ 142,900 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 441 | Weckman Properties LC (T1) Mail To: 2800 University Ave. Ste 155 West Des Moines, IA 50266-1258 | 2428 Locust St. 50265-4123 | LOT 56 FAIRMEADOWS PLAT 6 | 5337200 | 320/01781-000-000 | \$ 139,000 | 32.4 | | \$306.18 | \$61.24 | \$367.42 | \$367.42 | \$0.00 | 0.19% |
| 448 | Patrick Hennessy (T1) Stephanie Hennessy (T2) | 2300 Locust St. 50265-4121 | LOT 70 FAIRMEADOWS PLAT 6 | 5337300 | 320/01797-000-000 | \$ 136,300 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 449 | William J. Reese (T1) | 2224 Locust St. 50265-4119 | LOT 71 FAIRMEADOWS PLAT 6 | 5337400 | 320/01798-000-000 | \$ 143,800 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |
| 450 | Robert Faith (T1) Marla Faith (T2) | 2220 Locust St. 50265-4119 | LOT 72 FAIRMEADOWS PLAT 6 | 5337500 | 320/01799-000-000 | \$ 134,800 | 48 | | \$453.60 | \$90.72 | \$544.32 | \$544.32 | \$0.00 | 0.28% |
| 452 | Clint M. Jiras (T1) Mail To: 7962 S Regatta Dr. Apt 304 Cordova, TN 38016-1359 | 2204 Locust St. 50265-4119 | LOT 76 FAIRMEADOWS PLAT 6 | 5337600 | 320/01803-000-000 | \$ 143,900 | 33.2 | | \$313.74 | \$62.75 | \$376.49 | \$376.49 | \$0.00 | 0.19% |
| 453 | Dane Anderson (T1) Jennifer M. Smith (T2) Mail To: 6750 Westown Pkwy Ste 200-142 West Des Moines, IA 50266-7715 | 2201 Meadow Ln. 50265-4126 | LOT 78 FAIRMEADOWS PLAT 6 | 5337700 | 320/01805-000-000 | \$ 141,200 | 63.2 | | \$597.24 | \$119.45 | \$716.69 | \$716.69 | \$0.00 | 0.37% |
| 454 | Alissa J. Winn (T1) | 2305 Meadow Ln. 50265-4127 | LOT 86 FAIRMEADOWS PLAT 6 | 5337800 | 320/01813-000-000 | \$ 156,600 | 51.2 | | \$483.84 | \$96.77 | \$580.61 | \$580.61 | \$0.00 | 0.30% |
| 455 | Glee M. Davis (T1) | 2309 Meadow Ln. 50265-4127 | LOT 87 FAIRMEADOWS PLAT 6 | 5337900 | 320/01814-000-000 | \$ 131,400 | 32.8 | | \$309.96 | \$61.99 | \$371.95 | \$371.95 | \$0.00 | 0.19% |
| 458 | Susan K. Richardson (T1) Mark A. Richardson (T2) Mail To: 507 Parkridge Huxley, IA 50124-9462 | 2505 Meadow Ln. 50265-4131 | LOT 98 FAIRMEADOWS PLAT 6 | 5338000 | 320/01827-000-000 | \$ 141,700 | 124.4 | | \$1,175.58 | \$235.12 | \$1,410.70 | \$1,410.70 | \$0.00 | 0.73% |
| 459 | Michael D. Klenk (T1) Brenda J. Klenk (T2) | 2401 Meadow Ln. 50265-4129 | LT 14 FAIRMEADOWS PLT 9; OUTLOT F RPLT LTS 5 & 6 FAIRMEADOWS PLT NO.29; AND LT 91 FAIRMEADOWS PLAT 6 | 5338100 | 320/01820-000-000 | \$ 164,800 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 460 | Kathy Jacobson (T1) Mail To: 3004 Sherry Ln. Des Moines, IA 50322-6878 | 2417 Meadow Ln. 50265-4129 | OUTLOT B RPLT LTS 5 & 6 FAIRMEADOWS PLT NO. 29; AND LOT 95 FAIRMEADOWS PLAT 6 | 5338200 | 320/01824-000-000 | \$ 139,500 | 33.2 | | \$313.74 | \$62.75 | \$376.49 | \$376.49 | \$0.00 | 0.19% |
| 461 | Chad R. Nelson (T1) | 2409 Meadow Ln. 50265-4129 | OUTLOT D RPLT LTS 5 & 6 FAIRMEADOWS PLT NO. 29; AND LOT 93 FAIRMEADOWS PLAT 6 | 5338300 | 320/01822-000-000 | \$ 128,100 | 38 | | \$359.10 | \$71.82 | \$430.92 | \$430.92 | \$0.00 | 0.22% |

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|-----------|--|---------------------------------|---|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 462 | Courtney S. Schooley (T1) Troy S. Schooley (T2) | 2516 Meadow Ln. 50265-4130 | TRI PC IN SE COR BNG S 3F ON E LN & E 30F ON S LN LOT 1 FAIRMEADOWS PLAT 8; AND LOT 2 FAIRMEADOWS PLAT 6 | 5338400 | 320/01725-001-001 | \$ 153,500 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 465 | Michael J. Hungunin (T1) Betty A. Hungunin (T2) | 928 28th St. 50265-3214 | -EX S 64.8F- LOT 49 & ALL LOT 50 FAIRMEADOWS PLAT 7 | 5338500 | 320/01889-000-000 | \$ 200,000 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |
| 466 | Richard Keller (T1) Mail To: 11857 Dubuque Trl. Norwalk, IA 50211 | 931 28th St. 50265-3215 | LOT 1 FAIRMEADOWS PLAT 7 | 5338600 | 320/01839-000-000 | \$ 163,400 | 32.8 | | \$309.96 | \$61.99 | \$371.95 | \$371.95 | \$0.00 | 0.19% |
| 468 | Justin D. Atwood (T1) Spenser A. Atwood (T2) | 2731 Vine St. 50265-3240 | LOT 20 FAIRMEADOWS PLAT 7 | 5338700 | 320/01858-000-000 | \$ 153,700 | 66.8 | | \$631.26 | \$126.25 | \$757.51 | \$757.51 | \$0.00 | 0.39% |
| 470 | Lawrence M. Crowell (Trustee) (T1) Lawrence Michael Crowell Rev Liv Trust Mail To: 14985 Scotch Ridge Rd. Carlisle, IA 50047-3134 | 708 28th St. 50265-3210 | LOT 36 FAIRMEADOWS PLAT 7 | 5338800 | 320/01875-000-000 | \$ 142,100 | 33.6 | | \$317.52 | \$63.50 | \$381.02 | \$381.02 | \$0.00 | 0.20% |
| 477 | Sandra S. Crawford (T1) | 809 29th St. 50265-3217 | LOT 62 FAIRMEADOWS PLAT 7 | 5338900 | 320/01903-000-000 | \$ 150,400 | 34.4 | | \$325.08 | \$65.02 | \$390.10 | \$390.10 | \$0.00 | 0.20% |
| 478 | Bradley E. Reineke (T1) | 717 29th St. 50265-3253 | LOT 65 FAIRMEADOWS PLAT 7 | 5339000 | 320/01906-000-000 | \$ 185,500 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |
| 482 | Mary Demarco (T1) Mail To: 14107 S Shore Dr. Clive, IA 50325-8314 | 920 29th St. 50265-3205 | LOT 81 FAIRMEADOWS PLAT 7 | 5339100 | 320/01922-000-000 | \$ 180,900 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 484 | Ecoadvantage Properties LLC (T1) | 809 28th St. 50265-3213 | S 40F LOT 11 & N 25F LOT 12 FAIRMEADOWS PLAT 7 | 5339200 | 320/01849-000-000 | \$ 155,100 | 48.8 | | \$461.16 | \$92.23 | \$553.39 | \$553.39 | \$0.00 | 0.29% |
| 485 | Craig Jones (T1) | 813 28th St. 50265-3213 | S 50F LOT 10 & N 20F LOT 11 FAIRMEADOWS PLAT 7 | 5339300 | 320/01848-000-000 | \$ 158,300 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 486 | Lisle H. Shires (Trustee) (T1) Julia A. Shires (Trustee) (T2) Shires Family Trust (T3) | 917 29th St. 50265-3218 | S 5F LOT 55 & N 70F LOT 56 FAIRMEADOWS PLAT 7 | 5339400 | 320/01895-000-000 | \$ 173,300 | 15.6 | | \$147.42 | \$29.48 | \$176.90 | \$176.90 | \$0.00 | 0.09% |
| 491 | Morris A. Knutsen (T1) Kathleen F. Knutsen (T2) | 2500 Ashworth Rd. 50265-3202 | BEG 33F S & 489.48F E NW COR THN E 200.07F S 217.59F W 200.25F N 217.30F TO POB NW 1/4 NE 1/4 SEC 9-78-25 | 5339500 | 320/00143-012-001 | \$ 266,800 | 69.2 | | \$653.94 | \$130.79 | \$784.73 | \$784.73 | \$0.00 | 0.40% |
| 493 | Joanne R. Melby (Trustee) (T1) Joanne R Melby Trust (T2) | 2001 Vine St. 50265-4847 | E 45F LOT 42 & W 40F LOT 43 FAIRMEADOWS | 5339600 | 320/01488-000-000 | \$ 155,800 | 51.2 | | \$483.84 | \$96.77 | \$580.61 | \$580.61 | \$0.00 | 0.30% |
| 494 | Gregory J. Hennigan (T1) Nicole R. Hennigan (T2) | 2012 Vine St. 50265-4848 | -EX S 25F- LOT 19 & ALL LOT 18 FAIRMEADOWS | 5339700 | 320/01463-000-000 | \$ 158,600 | | 16.4 | \$188.60 | \$37.72 | \$226.32 | \$226.32 | \$0.00 | 0.12% |

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West Des Moines, Iowa
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|-----------|---|-------------------------------------|---|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 495 | Andrew A. Moss (T1) | 1900 Locust St. 50265-4142 | LOT 1 FAIRMEADOWS | 5339800 | 320/01446-000-000 | \$ 141,700 | 66.4 | | \$627.48 | \$125.50 | \$752.98 | \$752.98 | \$0.00 | 0.39% |
| 496 | Marleen A. Dixon (T1) | 2100 Locust St. 50265-4146 | LOT 12 FAIRMEADOWS | 5339900 | 320/01457-000-000 | \$ 118,800 | 64.4 | | \$608.58 | \$121.72 | \$730.30 | \$730.30 | \$0.00 | 0.38% |
| 502 | Deborah Fitzgerald (T1) | 1908 Vine St. 50265-4837 | LOT 33 FAIRMEADOWS | 5340000 | 320/01479-000-000 | \$ 137,000 | 48.8 | | \$461.16 | \$92.23 | \$553.39 | \$553.39 | \$0.00 | 0.29% |
| 505 | Ted A. Grob 3rd (T1) Mail To: 800 S 50th St. Ste 101 West Des Moines, IA 50265-5382 | 2000 Vine St. 50265-4848 | LOT 37 FAIRMEADOWS | 5340100 | 320/01483-000-000 | \$ 107,600 | 14.8 | | \$139.86 | \$27.97 | \$167.83 | \$167.83 | \$0.00 | 0.09% |
| 512 | Brian W. Mulcahy (T1) | 2205 Crown Flair Dr. 50265-3335 | LT 1 FAIRMEADOWS PLAT 20 | 5340200 | 320/02190-196-000 | \$ 172,300 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |
| 513 | Kevin E. Bauer (T1) Katherine M. Bauer (T2) | 2201 Crown Flair Dr. 50265-3335 | LT 2 FAIRMEADOWS PLAT 20 | 5340300 | 320/02190-197-000 | \$ 171,600 | 48.4 | | \$457.38 | \$91.48 | \$548.86 | \$548.86 | \$0.00 | 0.28% |
| 514 | Suzanne M. Johnson (T1) Brian C. Johnson (T2) | 2116 Crown Flair Dr. 50265-3332 | W 4F LOT 9 & ALL LOT 10 & E 8F LOT 11 FAIRMEADOWS PLAT 20 | 5340400 | 320/02190-205-000 | \$ 191,200 | 49.6 | | \$468.72 | \$93.74 | \$562.46 | \$562.46 | \$0.00 | 0.29% |
| 517 | Paul J. Mostrom (T1) Ellen R. Mostrom (T2) | 1901 Prospect Ave. 50265-3301 | -EX W 5F- LOT 13 FAIRMEADOWS PLAT 3 | 5340500 | 320/01529-000-000 | \$ 132,100 | 83.2 | | \$786.24 | \$157.25 | \$943.49 | \$943.49 | \$0.00 | 0.49% |
| 518 | Sergey N. Lozovich (T1) Lyubov Lozovich (T2) | 1913 Prospect Ave. 50265-3301 | LOT 10 & W 5F LOT 11 FAIRMEADOWS PLAT 3 | 5340600 | 320/01526-000-000 | \$ 132,400 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |
| 521 | David J. Makin (T1) Gina R. Wernimont (T2) | 709 20th St. 50265-4824 | LOT 22 FAIRMEADOWS PLAT 3 | 5340700 | 320/01538-000-000 | \$ 152,000 | 48 | | \$453.60 | \$90.72 | \$544.32 | \$544.32 | \$0.00 | 0.28% |
| 522 | Dianne H. Brown (T1) | 705 20th St. 50265-4824 | LOT 23 FAIRMEADOWS PLAT 3 | 5340800 | 320/01539-000-000 | \$ 128,900 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 525 | S & K Management LLC (T1) Mail To: 174 S 58th Ct. West Des Moines, IA 50266-2860 | 626 20th St. 50265-4821 | LOT 34 FAIRMEADOWS PLAT 3 | 5340900 | 320/01550-000-000 | \$ 135,400 | 53.2 | | \$502.74 | \$100.55 | \$603.29 | \$603.29 | \$0.00 | 0.31% |
| 532 | Jason Ward (T1) | 604 21st St. 50265-4825 | LOT 61 FAIRMEADOWS PLAT 3 | 5341000 | 320/01578-000-000 | \$ 140,800 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 535 | J Travis Sutton (T1) Teresa L. Sutton (T2) | 728 21st St. 50265-4827 | N 15F LT 76 & ALL LT 77 FAIRMEADOWS PLAT 3 | 5341100 | 320/01594-000-000 | \$ 169,000 | 28.4 | | \$268.38 | \$53.68 | \$322.06 | \$322.06 | \$0.00 | 0.17% |
| 537 | Laurie A. Courtney (T1) | 713 21st St. 50265-4828 | S 24F LOT 51 & N 42F LOT 52 FAIRMEADOWS PLAT 3 | 5341200 | 320/01569-000-000 | \$ 131,600 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 538 | Robert Berger (T1) Beth Berger (T2) | 717 21st St. 50265-4828 | S 30F LOT 50 & N 36F LOT 51 FAIRMEADOWS PLAT 3 | 5341300 | 320/01568-000-000 | \$ 142,800 | 17.2 | | \$162.54 | \$32.51 | \$195.05 | \$195.05 | \$0.00 | 0.10% |
| 543 | Sonja A. Hansen-Smith (T1) Derek A. Smith (T2) | 2010 Meadow Brook Dr. 50265-3349 | -EX E 9 F- LT 11 & E 9F LOT 12 FAIRMEADOWS PLAT NO 25 | 5341400 | 320/02190-311-000 | \$ 182,600 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |

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|-----------|---|------------------------------------|---|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 544 | Sharon L. Dixon (T1) | 916 20th St. | -EX N 1.5 F- LT 6 FAIRMEADOWS PLAT NO 25 | 5341500 | 320/02190-306-000 | \$ 193,200 | 62.4 | | \$589.68 | \$117.94 | \$707.62 | \$707.62 | \$0.00 | 0.37% |
| 545 | Aaron Swartzendruber (T1) Amanda Throckmorton (T2) | 922 20th St. 50265-3356 | -EX N 15 F- LOT 5 & N 1.5F LOT 6 FAIRMEADOWS PLAT NO 25 | 5341600 | 320/02190-305-000 | \$ 217,600 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 547 | Dennis Marten (T1) Karen Marten (T2) | 2007 Crown Flair Dr. 50265-3331 | -EX W 3.5F- LOT 3 FAIRMEADOWS PLAT NO 25 | 5341700 | 320/02190-303-000 | \$ 179,900 | 96.4 | | \$910.98 | \$182.20 | \$1,093.18 | \$1,093.18 | \$0.00 | 0.56% |
| 549 | Jordon W. Korell (Trustee) (T1) Barbara Korell (Trustee) (T2) Jordon Korell Living Trust (T3) Barbara Korell Living Trust (T4) | 2004 Crown Flair Dr. 50265-3330 | LT 16 FAIRMEADOWS PLAT NO 25 | 5341800 | 320/02190-316-000 | \$ 181,100 | 47.6 | | \$449.82 | \$89.96 | \$539.78 | \$539.78 | \$0.00 | 0.28% |
| 550 | James R. Swett (T1) Jodi M. Swett (T2) | 2010 Crown Flair Dr. 50265-3330 | LT 17 FAIRMEADOWS PLAT NO 25 | 5341900 | 320/02190-317-000 | \$ 201,700 | 16.4 | | \$154.98 | \$31.00 | \$185.98 | \$185.98 | \$0.00 | 0.10% |
| 555 | Dennis J. Irvin Sr. (T1) Kimberly A. Carr-Irvin (T2) | 500 33rd St. 50265-3112 | LT 1 ASHAWA ESTATES PLAT 1 | 5342000 | 320/00442-001-000 | \$ 174,900 | 49.6 | | \$468.72 | \$93.74 | \$562.46 | \$562.46 | \$0.00 | 0.29% |
| 556 | Howard L. Holm (T1) Bernita C. Holm (T2) | 401 32nd St. 50265-4007 | LT 12 ASHAWA ESTATES PLAT 1 | 5342100 | 320/00442-012-000 | \$ 176,800 | 68 | | \$642.60 | \$128.52 | \$771.12 | \$771.12 | \$0.00 | 0.40% |
| 558 | Ian D. Strachan (T1) Darlene C. Strachan (T2) | 3221 Locust St. 50265-4031 | LT 2 ASHAWA ESTATES PLAT 1 | 5342200 | 320/00442-002-000 | \$ 217,900 | 18.4 | | \$173.88 | \$34.78 | \$208.66 | \$208.66 | \$0.00 | 0.11% |
| 559 | Floyd E. Sturgeon (T1) Elizabeth A. Sturgeon (T2) | 416 33rd St. 50265-4012 | LT 22 ASHAWA ESTATES PLAT 1 | 5342300 | 320/00442-022-000 | \$ 182,100 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 560 | Lawrence E. Thompkins (T1) Sheryl L. Thompkins (T2) | 420 33rd St. 50265-4012 | LT 23 ASHAWA ESTATES PLAT 1 | 5342400 | 320/00442-023-000 | \$ 190,200 | 48.8 | | \$461.16 | \$92.23 | \$553.39 | \$553.39 | \$0.00 | 0.29% |
| 561 | Allan J. Drees (T1) | 424 33rd St. 50265-4012 | LT 24 ASHAWA ESTATES PLAT 1 | 5342500 | 320/00442-024-000 | \$ 178,300 | 101.2 | | \$956.34 | \$191.27 | \$1,147.61 | \$1,147.61 | \$0.00 | 0.59% |
| 568 | Robert E. Nolan (Trustee) (T1) Robert E. Nolan Revocable Trust (T2) | 3205 Locust St. 50265-4031 | LT 6 ASHAWA ESTATES PLAT 1 | 5342600 | 320/00442-006-000 | \$ 181,400 | 18.4 | | \$173.88 | \$34.78 | \$208.66 | \$208.66 | \$0.00 | 0.11% |
| 569 | Karla M. Ramon (T1) | 414 34th St. 50265-4022 | LT 12 ASHAWA ESTATES PLAT 2 | 5342700 | 320/00442-050-000 | \$ 196,200 | 48.8 | | \$461.16 | \$92.23 | \$553.39 | \$553.39 | \$0.00 | 0.29% |
| 571 | Emanuel Palmer (T1) | 419 34th St. 50265-4023 | LT 25 ASHAWA ESTATES PLAT 2 | 5342800 | 320/00442-063-000 | \$ 179,800 | 50.8 | | \$480.06 | \$96.01 | \$576.07 | \$576.07 | \$0.00 | 0.30% |
| 572 | James J. Miller (T1) Elaine C. Watkins-Miller (T2) | 423 34th St. 50265-4023 | LT 26 ASHAWA ESTATES PLAT 2 | 5342900 | 320/00442-064-000 | \$ 190,400 | | 76.8 | \$883.20 | \$176.64 | \$1,059.84 | \$1,059.84 | \$0.00 | 0.55% |
| 573 | Grant T. Logan (T1) | 3401 Locust St. 50265-4033 | LT 3 ASHAWA ESTATES PLAT 2 | 5343000 | 320/00442-041-000 | \$ 171,300 | 54 | | \$510.30 | \$102.06 | \$612.36 | \$612.36 | \$0.00 | 0.32% |

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|-----------|--|-----------------------------------|---|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 575 | Gregory M. Hazen (T1) | 3410 Locust St. 50265-4033 | LT 7 ASHAWA ESTATES PLAT 2 | 5343100 | 320/00442-045-000 | \$ 192,000 | 33.6 | | \$317.52 | \$63.50 | \$381.02 | \$381.02 | \$0.00 | 0.20% |
| 585 | David P. Anderson (T1) Shelley R. Anderson (T2) | 209 34th St. 50265-4019 | LT 28 ASHAWA ESTATES PLAT 3 | 5343200 | 320/00442-096-000 | \$ 201,100 | 16.4 | | \$154.98 | \$31.00 | \$185.98 | \$185.98 | \$0.00 | 0.10% |
| 586 | Austin B. Froerer (T1) Karen Froerer (T2) | 301 33rd St. 50265-4011 | LT 3 ASHAWA ESTATES PLAT 3 | 5343300 | 320/00442-071-000 | \$ 187,300 | 67.2 | | \$635.04 | \$127.01 | \$762.05 | \$762.05 | \$0.00 | 0.39% |
| 588 | Cindy K. Brunson Trust (T1) Mail To: City State Bank Trust & Investment POB 370 Norwalk, IA 50211-0370 | 224 34th St. 50265 | LT 37 ASHAWA ESTATES PLAT 3 | 5343400 | 320/00442-105-000 | \$ 176,400 | 20.4 | | \$192.78 | \$38.56 | \$231.34 | \$231.34 | \$0.00 | 0.12% |
| 589 | Denis G. Biscobing (T1) | 300 34th St. 50265-4020 | LT 38 ASHAWA ESTATES PLAT 3 | 5343500 | 320/00442-106-000 | \$ 165,900 | 56 | | \$529.20 | \$105.84 | \$635.04 | \$635.04 | \$0.00 | 0.33% |
| 590 | Lori Dalton Miksch (T1) | 308 34th St. 50265-4020 | LT 39 ASHAWA ESTATES PLAT 3 | 5343600 | 320/00442-107-000 | \$ 160,800 | 14.8 | | \$139.86 | \$27.97 | \$167.83 | \$167.83 | \$0.00 | 0.09% |
| 591 | Jami J. Hagemeyer (T1) | 217 33rd St. 50265-4009 | LT 7 ASHAWA ESTATES PLAT 3 | 5343700 | 320/00442-075-000 | \$ 176,200 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 593 | Darrell D. Nelsen, 3rd (T1) Kaitlyn J. Summitt (T2) | 201 34th St. 50265-4019 | S 10F LT 29 & ALL LT 30 ASHAWA ESTATES PLAT 3 | 5343800 | 320/00442-098-001 | \$ 185,700 | 188.4 | | \$1,780.38 | \$356.08 | \$2,136.46 | \$2,136.46 | \$0.00 | 1.10% |
| 596 | Mark A. Opsal (T1) Sue A. Opsal (T2) | 400 Jordan Dr. 50265-4042 | LOT 20 ASHAWA ESTATES PLAT 4 | 5343900 | 320/00442-130-000 | \$ 168,600 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |
| 598 | Lori L. Trotter (T1) | 300 34th Ct. 50265-4016 | LOT 23 ASHAWA ESTATES PLAT 4 | 5344000 | 320/00442-133-000 | \$ 164,100 | 37.2 | | \$351.54 | \$70.31 | \$421.85 | \$421.85 | \$0.00 | 0.22% |
| 599 | Kathy Jo Arndorfer (T1) Douglas Arndorfer (T2) | 212 34th Ct. 50265-4014 | LOT 26 ASHAWA ESTATES PLAT 4 | 5344100 | 320/00442-136-000 | \$ 159,200 | 16.8 | | \$158.76 | \$31.75 | \$190.51 | \$190.51 | \$0.00 | 0.10% |
| 602 | Dax L. Wedemeyer (T1) | 301 34th Ct. 50265-4017 | LOT 36 ASHAWA ESTATES PLAT 4 | 5344200 | 320/00442-146-000 | \$ 170,700 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 603 | Terry L. Peterson (T1) Michelle A. Peterson (T2) | 220 Jordan Dr. 50265-4026 | LOT 37 ASHAWA ESTATES PLAT 4 | 5344300 | 320/00442-147-000 | \$ 161,800 | 74 | | \$699.30 | \$139.86 | \$839.16 | \$839.16 | \$0.00 | 0.43% |
| 604 | Blake S. Battani (T1) Elizabeth M. Bunn (T2) | 216 Jordan Dr. 50265-4026 | LOT 38 ASHAWA ESTATES PLAT 4 | 5344400 | 320/00442-148-000 | \$ 165,700 | 17.2 | | \$162.54 | \$32.51 | \$195.05 | \$195.05 | \$0.00 | 0.10% |
| 608 | Roger Asher (T1) Sharon Asher (T2) | 301 Jordan Dr. 50265-4029 | LOT 8 ASHAWA ESTATES PLAT 4 | 5344500 | 320/00442-118-000 | \$ 170,900 | 17.2 | | \$162.54 | \$32.51 | \$195.05 | \$195.05 | \$0.00 | 0.10% |
| 610 | Jack D. Boettcher (T1) Vicki L. Boettcher (T2) | 305 Valley West Dr. 50265-3907 | LT 10 ASHAWA ESTATES PLAT 5 | 5344600 | 320/00442-170-000 | \$ 151,000 | 18 | | \$170.10 | \$34.02 | \$204.12 | \$204.12 | \$0.00 | 0.11% |

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|-----------|---|--------------------------------|---|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 644 | Bryson E. Winsky (T1) Amy M. Steger (T2) | 2916 Boulder Dr. 50265-4150 | LOT 4 MEADOW POINT PLAT 10 | 5346300 | 320/03026-953-004 | \$ 189,800 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 647 | Rosemary B. Neel (T1) | 2901 Boulder Dr. 50265-4154 | LOT 44 MEADOW POINT PLAT 10 | 5346400 | 320/03026-953-044 | \$ 227,400 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 649 | Bradley L. Renberg (T1) | 2900 Boulder Dr. 50265-4150 | LOT 49 MEADOW POINT PLAT 10 | 5346500 | 320/03026-953-049 | \$ 229,000 | 18.4 | 32.4 | \$546.48 | \$109.30 | \$655.78 | \$655.78 | \$0.00 | 0.34% |
| 650 | Alex D. Weekly (T1) | 3008 Boulder Dr. 50265-4155 | LOT 7 MEADOW POINT PLAT 10 | 5346600 | 320/03026-953-007 | \$ 185,800 | 15.6 | | \$147.42 | \$29.48 | \$176.90 | \$176.90 | \$0.00 | 0.09% |
| 652 | Dirk K. Thieben (T1) Lynne M. Thieben (T2) | 508 29th Ct. 50265-6100 | -EX BEG SE COR THN SW13F NE14.23F TO E LN SLY5.2F TO POB LT 20 MEADOW POINT PLAT 11 | 5346700 | 320/03026-954-040 | \$ 240,000 | | 81.6 | \$938.40 | \$187.68 | \$1,126.08 | \$1,126.08 | \$0.00 | 0.58% |
| 653 | Tri State Ventures Inc. Mail To: 1851 Madison Ave Ste 300 Council Bluffs, IA 51503-3605 | 2500 Locust St. 50265-4152 | LOT 1 MEADOW POINT PLAT 11 | 5346800 | 320/03026-954-001 | \$ 188,600 | 46.4 | | \$438.48 | \$87.70 | \$526.18 | \$526.18 | \$0.00 | 0.27% |
| 654 | Jolene G. Taylor (T1) | 2916 Locust St. 50265-4157 | LOT 12 MEADOW POINT PLAT 11 | 5346900 | 320/03026-954-012 | \$ 208,600 | 47.2 | | \$462.54 | \$92.51 | \$555.05 | \$555.05 | \$0.00 | 0.29% |
| 655 | Belinda B. Karis-Nace (T1) | 413 29th St. 50265-4149 | LOT 14 MEADOW POINT PLAT 11 | 5347000 | 320/03026-954-014 | \$ 205,800 | 32 | | \$302.40 | \$60.48 | \$362.88 | \$362.88 | \$0.00 | 0.19% |
| 658 | Nathan C. Brennecke (T1) Tarissa J. Lee (T2) | 2600 Locust St. 50265-4159 | LOT 2 MEADOW POINT PLAT 11 | 5347100 | 320/03026-954-002 | \$ 226,300 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 662 | Michael Sonoiki (T1) | 512 28th Ct. 50265-6257 | LOT 33 MEADOW POINT PLAT 11 | 5347200 | 320/03026-954-033 | \$ 244,800 | 35.2 | | \$332.64 | \$66.53 | \$399.17 | \$399.17 | \$0.00 | 0.21% |
| 663 | Rickey L. Davis (T1) Mary J. Davis (T2) | 505 28th Ct. 50265-6257 | LOT 36 MEADOW POINT PLAT 11 | 5347300 | 320/03026-954-036 | \$ 209,800 | | 68.8 | \$791.20 | \$158.24 | \$949.44 | \$949.44 | \$0.00 | 0.49% |
| 667 | Michael G. Crabtree (T1) Rebecca L. Crabtree (T2) | 305 29th St. 50265-4147 | LOT 1 MEADOW POINT PLAT 9 | 5347400 | 320/03026-952-001 | \$ 249,800 | 32.8 | | \$309.96 | \$61.99 | \$371.95 | \$371.95 | \$0.00 | 0.19% |
| 668 | Bradley Brody (T1) Amy Brody (T2) | 2800 Walnut St. 50265-6253 | LOT 13 MEADOW POINT PLAT 9 | 5347500 | 320/03026-952-013 | \$ 206,900 | 32 | | \$302.40 | \$60.48 | \$362.88 | \$362.88 | \$0.00 | 0.19% |
| 669 | Dennis Uhlenhopp (T1) Allyson K. Uhlenhopp (T2) | 2801 Walnut St. 50265-6254 | LOT 18 MEADOW POINT PLAT 9 | 5347600 | 320/03026-952-018 | \$ 194,300 | 47.2 | | \$462.54 | \$92.51 | \$555.05 | \$555.05 | \$0.00 | 0.29% |
| 671 | George G. Havens (T1) Joan J. Havens (T2) | 2809 Walnut St. 50265-6254 | LOT 20 MEADOW POINT PLAT 9 | 5347700 | 320/03026-952-020 | \$ 199,500 | | 48 | \$552.00 | \$110.40 | \$662.40 | \$662.40 | \$0.00 | 0.34% |
| 675 | Justin Oliver (T1) Lynsey Oliver (T2) | 301 31st St. 50265-4003 | LOT 32 MEADOW POINT PLAT 9 | 5347800 | 320/03026-952-032 | \$ 224,500 | 66.4 | | \$627.48 | \$125.50 | \$752.98 | \$752.98 | \$0.00 | 0.39% |
| 676 | Timothy J. Waugh (T1) | 305 31st St. 50265-4003 | LOT 33 MEADOW POINT PLAT 9 | 5347900 | 320/03026-952-033 | \$ 219,700 | 52 | | \$491.40 | \$98.28 | \$589.68 | \$589.68 | \$0.00 | 0.30% |

Assessment Schedule
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West Des Moines, Iowa
Project No. 0510-036-2014
Date: August 4, 2016

Bond No.: Polk Co. 2015-02

| PROP. NO. | PROPERTY OWNER | PROPERTY ADDRESS | LEGAL DESCRIPTION | CERT. NO. | PARCEL NO. | COUNCIL VALUATION | SIDEWALK 4" (SF) | SIDEWALK 6" (SF) | CONSTRUCTION COST | ADMINISTRATION COST | TOTAL BENEFIT | FINAL ASSESSMENT | CONDITIONAL DEFICIENCY | PROPORTION OF TOTAL COST |
|-----------|--|-------------------------------|---|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 678 | Calvin R. Mc Kelvogue (T1) Michelle A. Mc Kelvogue (T2) | 316 31st St. 50265-4000 | LOT 39 MEADOW POINT PLAT 9 | 5348000 | 320/03026-952-039 | \$ 219,300 | 16.4 | | \$154.98 | \$31.00 | \$185.98 | \$185.98 | \$0.00 | 0.10% |
| 680 | Kendra B. Kelly (T1) John D. Kelly (T2) | 2832 Walnut St. 50265-6253 | LOT 6 MEADOW POINT PLAT 9 | 5348100 | 320/03026-952-006 | \$ 226,300 | 38.8 | 18 | \$573.66 | \$114.73 | \$688.39 | \$688.39 | \$0.00 | 0.36% |
| 686 | James R. Holman (T1) Jean M. Holman (T2) | 2117 Walnut St. 50265-6264 | LOT 12 MEADOW PARK CIRCLE | 5348200 | 320/03026-580-412 | \$ 214,300 | 30.4 | | \$287.28 | \$57.46 | \$344.74 | \$344.74 | \$0.00 | 0.18% |
| 687 | Michael O. Ericson (T1) Deborah S. Keller-Ericson (T2) | 2133 Walnut St. 50265-6264 | LOT 13 MEADOW PARK CIRCLE | 5348300 | 320/03026-580-413 | \$ 212,100 | 13.6 | | \$128.52 | \$25.70 | \$154.22 | \$154.22 | \$0.00 | 0.08% |
| 689 | Kun-Liang Lu (T1) Qingxia Yang (T2) | 2048 Walnut St. 50265-6262 | LOT 18 MEADOW PARK CIRCLE | 5348400 | 320/03026-580-418 | \$ 220,100 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |
| 691 | Curt Carpenter (T1) Julie Carpenter (T2) | 1916 Walnut St. 50265-6260 | LOT 25 MEADOW PARK CIRCLE | 5348500 | 320/03026-580-425 | \$ 239,300 | 80 | | \$756.00 | \$151.20 | \$907.20 | \$907.20 | \$0.00 | 0.47% |
| 692 | Danelle M. Sage (T1) | 2001 Walnut St. 50265-6265 | LOT 7 MEADOW PARK CIRCLE | 5348600 | 320/03026-580-407 | \$ 203,100 | 26 | | \$245.70 | \$49.14 | \$294.84 | \$294.84 | \$0.00 | 0.15% |
| 693 | Joe Marturello (T1) Thelma Marturello (T2) | 2805 Maple St. 50265-6212 | E 5FT LT 47 & ALL LT 48 MEADOW POINT PLAT 2 | 5348700 | 320/03026-668-001 | \$ 194,100 | 20 | | \$189.00 | \$37.80 | \$226.80 | \$226.80 | \$0.00 | 0.12% |
| 697 | Scott R. Green (T1) Jennifer W. Green (T2) | 301 27th St. 50265-6247 | LOT 24 MEADOW POINT PLAT 2 | 5348800 | 320/03026-644-000 | \$ 209,400 | 65.2 | | \$616.14 | \$123.23 | \$739.37 | \$739.37 | \$0.00 | 0.38% |
| 698 | John S. Swanson (T1) | 2601 Maple St. 50265-6210 | LOT 25 MEADOW POINT PLAT 2 | 5348900 | 320/03026-645-000 | \$ 176,400 | 55.2 | | \$521.64 | \$104.33 | \$625.97 | \$625.97 | \$0.00 | 0.32% |
| 704 | Philip Schriver (T1) Melanie Schriver (T2) | 2916 Elm St. 50265-6217 | LOT 39 MEADOW POINT PLAT 2 | 5349000 | 320/03026-659-000 | \$ 233,000 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 705 | Mark A. Wellman (T1) Jacqueline M. Wellman (T2) | 3012 Elm St. 50265-6218 | LOT 4 MEADOW POINT PLAT 2 | 5349100 | 320/03026-624-000 | \$ 217,100 | 15.6 | | \$147.42 | \$29.48 | \$176.90 | \$176.90 | \$0.00 | 0.09% |
| 707 | Ralph Moisa (T1) Carol Moisa (T2) | 2901 Maple St. 50265-6213 | LOT 45 MEADOW POINT PLAT 2 | 5349200 | 320/03026-665-000 | \$ 213,800 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 708 | Steven G. Griffin (T1) Lela M. Griffin (T2) | 2801 Maple St. 50265-6212 | LOT 49 MEADOW POINT PLAT 2 | 5349300 | 320/03026-669-000 | \$ 194,500 | 18 | | \$170.10 | \$34.02 | \$204.12 | \$204.12 | \$0.00 | 0.11% |
| 709 | Blair M. Hillen (T1) Celeste Hillen (T2) | 2709 Maple St. 50265-6211 | LOT 50 MEADOW POINT PLAT 2 | 5349400 | 320/03026-670-000 | \$ 187,800 | 18.8 | | \$177.66 | \$35.53 | \$213.19 | \$213.19 | \$0.00 | 0.11% |
| 712 | Jeffrey L. Crawford (T1) | 2413 Maple St. 50265-6208 | LOT 14 MEADOW POINT PLAT 3 | 5349500 | 320/03026-714-000 | \$ 191,100 | 20.4 | | \$192.78 | \$38.56 | \$231.34 | \$231.34 | \$0.00 | 0.12% |
| 714 | Eric J. Riesberg (T1) | 2501 Maple St. 50265-6209 | LOT 2 MEADOW POINT PLAT 3 | 5349600 | 320/03026-702-000 | \$ 176,600 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |

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Date: August 4, 2016

Bond No.: Polk Co. 2015-02

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|-----------|--|-------------------------------------|----------------------------|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 715 | Darla Hassebroek (T1) | 213 24th St. 50265-6226 | LOT 23 MEADOW POINT PLAT 3 | 5349700 | 320/03026-723-000 | \$ 163,400 | 32.4 | 16 | \$490.18 | \$98.04 | \$588.22 | \$588.22 | \$0.00 | 0.30% |
| 718 | Tonia L. Nesbit (T1) | 208 23rd St. 50265-6223 | LOT 29 MEADOW POINT PLAT 3 | 5349800 | 320/03026-729-000 | \$ 169,300 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 719 | Tricia L. Kubicek (T1) | 201 25th St. 50265-6228 | LOT 3 MEADOW POINT PLAT 3 | 5349900 | 320/03026-703-000 | \$ 176,100 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 721 | Ron Scott (T1) Mail To: 10587 NW 72st Ln Johnston, IA 50131-2494 | 2445 Maple St. 50265-6208 | LOT 6 MEADOW POINT PLAT 3 | 5350000 | 320/03026-706-000 | \$ 171,100 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 722 | John R. Wilts (T1) Josephine Wilts (T2) | 2441 Maple St. 50265-6208 | LOT 7 MEADOW POINT PLAT 3 | 5350100 | 320/03026-707-000 | \$ 189,200 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 724 | Daniel F. Gronke (T1) | 2705 Meadow Point Ct. 50265-6255 | LOT 17 MEADOW POINT PLAT 4 | 5350200 | 320/03026-767-000 | \$ 201,700 | 47.6 | | \$449.82 | \$89.96 | \$539.78 | \$539.78 | \$0.00 | 0.28% |
| 726 | Sarah Woo (T1) Byungmin Woo (T2) | 2700 Walnut St. 50265-6251 | LOT 19 MEADOW POINT PLAT 4 | 5350300 | 320/03026-769-000 | \$ 185,100 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 728 | Todd Smith (T1) Heather Smith (T2) | 2709 Walnut St. 50265-6252 | LOT 23 MEADOW POINT PLAT 4 | 5350400 | 320/03026-773-000 | \$ 219,300 | 16.4 | | \$154.98 | \$31.00 | \$185.98 | \$185.98 | \$0.00 | 0.10% |
| 731 | Brent L. Leistner (T1) Kimberly A. Reeder (T2) | 2712 Meadow Point Ct. 50265-6248 | LOT 4 MEADOW POINT PLAT 4 | 5350500 | 320/03026-754-000 | \$ 189,200 | 94.4 | | \$942.08 | \$188.42 | \$1,130.50 | \$1,130.50 | \$0.00 | 0.58% |
| 734 | Cooper Messenger (T1) Kelsey Messenger (T2) | 224 25th St. 50265-6227 | LOT 16 MEADOW POINT PLAT 5 | 5350600 | 320/03026-816-000 | \$ 181,800 | | 33.2 | \$381.80 | \$76.36 | \$458.16 | \$458.16 | \$0.00 | 0.24% |
| 735 | John M. Ringland (T1) Elaine K. Ringland (T2) | 213 25th St. 50265-6228 | LOT 24 MEADOW POINT PLAT 5 | 5350700 | 320/03026-824-000 | \$ 174,400 | 32.4 | 15.2 | \$480.98 | \$96.20 | \$577.18 | \$577.18 | \$0.00 | 0.30% |
| 736 | John C. Whitlow (T1) Mary L. Whitlow (T2) | 301 25th St. 50265-6244 | LOT 28 MEADOW POINT PLAT 5 | 5350800 | 320/03026-828-000 | \$ 181,800 | 47.2 | | \$446.04 | \$89.21 | \$535.25 | \$535.25 | \$0.00 | 0.28% |
| 741 | Linda R. Blake (T1) | 240 24th St. 50265-6224 | LOT 47 MEADOW POINT PLAT 5 | 5350900 | 320/03026-847-000 | \$ 188,600 | 34.4 | | \$325.08 | \$65.02 | \$390.10 | \$390.10 | \$0.00 | 0.20% |
| 743 | Brent D. Jackson (T1) Karen L. Jackson (T2) | 225 24th St. 50265-6226 | LOT 54 MEADOW POINT PLAT 5 | 5351000 | 320/03026-854-000 | \$ 190,900 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 744 | Nicole M. Carlson (T1) Brian M. Craun (T2) | 229 24th St. 50265-6226 | LOT 55 MEADOW POINT PLAT 5 | 5351100 | 320/03026-855-000 | \$ 173,600 | 47.2 | | \$446.04 | \$89.21 | \$535.25 | \$535.25 | \$0.00 | 0.28% |
| 758 | Sean J. Kastli (T1) Jennifer L. Kastli (T2) | 237 23rd St. 50265-6225 | LOT 19 MEADOW POINT PLAT 6 | 5351200 | 320/03026-919-000 | \$ 184,000 | | 16.8 | \$193.20 | \$38.64 | \$231.84 | \$231.84 | \$0.00 | 0.12% |
| 760 | Hai Yang (T1) | 236 23rd St. 50265-6223 | LOT 26 MEADOW POINT PLAT 6 | 5351300 | 320/03026-926-000 | \$ 175,100 | 66.4 | | \$627.48 | \$125.50 | \$752.98 | \$752.98 | \$0.00 | 0.39% |

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|-----------|--|---------------------------------|----------------------------------|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 763 | Bradley D. Hauser (T1) | 264 23rd St. 50265-6223 | LOT 34 MEADOW POINT PLAT 6 | 5351400 | 320/03026-934-000 | \$ 179,300 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |
| 767 | Jeffrey J. Houchin (T1) Sharon H. Houchin (T2) | 313 23rd St. 50265-6250 | LOT 8 MEADOW POINT PLAT 6 | 5351500 | 320/03026-908-000 | \$ 188,200 | 16 | | \$151.20 | \$30.24 | \$181.44 | \$181.44 | \$0.00 | 0.09% |
| 769 | Tiffany Tamm (T1) | 153 27th Ct. 50265-6239 | LOT 13 MEADOW POINT PLAT 8 | 5351600 | 320/03026-950-013 | \$ 182,000 | | 16 | \$184.00 | \$36.80 | \$220.80 | \$220.80 | \$0.00 | 0.11% |
| 770 | Craig J. Stephenson (T1) Susan A. Stephenson (T2) | 129 27th Ct. 50265-6239 | LOT 19 MEADOW POINT PLAT 8 | 5351700 | 320/03026-950-019 | \$ 189,100 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 772 | Sandra K. Rippenkroeger (T1) | 121 27th Ct. 50265-6268 | LOT 21 MEADOW POINT PLAT 8 | 5351800 | 320/03026-950-021 | \$ 181,700 | 19.2 | | \$181.44 | \$36.29 | \$217.73 | \$217.73 | \$0.00 | 0.11% |
| 774 | Iowa-Missouri Conf. Assoc. Of (T-1) Seventh-Day Advents (T2) Mail To: Iowa-Missouri Conf. Assoc. Of POB 65665 West Des Moines, IA 50265-0665 | 140 27th Ct. 50265-6237 | LOT 25 MEADOW POINT PLAT 8 | 5351900 | 320/03026-950-025 | \$ 198,000 | 43.6 | | \$412.02 | \$82.40 | \$494.42 | \$494.42 | \$0.00 | 0.26% |
| 776 | Melvin Harper (T1) Maria V. Ramirez (T2) Mail To: 1667 NW 93rd Ct. Clive, IA 50325-6231 | 152 27th Ct. 50265-6237 | LOT 27 MEADOW POINT PLAT 8 | 5352000 | 320/03026-950-027 | \$ 176,300 | 44.8 | | \$423.36 | \$84.67 | \$508.03 | \$508.03 | \$0.00 | 0.26% |
| 777 | Andrew J. Versluys (T1) Kelli L. Nuttbrock (T2) | 156 27th Ct. 50265-6237 | LOT 28 MEADOW POINT PLAT 8 | 5352100 | 320/03026-950-028 | \$ 183,100 | 31.6 | | \$298.62 | \$59.72 | \$358.34 | \$358.34 | \$0.00 | 0.18% |
| 778 | Kayla Waters (T1) | 141 28th Ct. 50265-6240 | LOT 33 MEADOW POINT PLAT 8 | 5352200 | 320/03026-950-033 | \$ 164,500 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 779 | Tad D. Kennedy (T1) Sheila K. Kennedy (T2) | 137 28th Ct. 50265-6240 | LOT 34 MEADOW POINT PLAT 8 | 5352300 | 320/03026-950-034 | \$ 177,900 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 780 | Lisa Buelow (T1) | 133 28th Ct. 50265-6240 | LOT 35 MEADOW POINT PLAT 8 | 5352400 | 320/03026-950-035 | \$ 181,900 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 789 | Brad Basart (T1) Kristy Basart-Morse (T2) | 2904 Maple St. 50265-6206 | LOT 54 MEADOW POINT PLAT 8 | 5352500 | 320/03026-950-054 | \$ 194,100 | 48 | | \$453.60 | \$90.72 | \$544.32 | \$544.32 | \$0.00 | 0.28% |
| 792 | Jerry D. Swertfager (T1) Charlene R. Swertfager (T2) | 3008 Maple St. 50265-6207 | LOT 58 MEADOW POINT PLAT 8 | 5352600 | 320/03026-950-058 | \$ 203,700 | 24 | | \$226.80 | \$45.36 | \$272.16 | \$272.16 | \$0.00 | 0.14% |
| 793 | Donna M. White (T1) | 3100 Maple St. 50265-4055 | LOT 59 MEADOW POINT PLAT 8 | 5352700 | 320/03026-950-059 | \$ 185,500 | 32 | | \$302.40 | \$60.48 | \$362.88 | \$362.88 | \$0.00 | 0.19% |
| 796 | Caleb Pearson (T1) Lauren Pearson (T2) | 128 26th Ct. 50265-6200 | LOT 8 MEADOW POINT PLAT 8 | 5352800 | 320/03026-950-008 | \$ 182,800 | 32 | | \$302.40 | \$60.48 | \$362.88 | \$362.88 | \$0.00 | 0.19% |
| 800 | Lynn K. Hiller (T1) | 138 Evergreen Pl. 50265-7055 | LOT 14 THE PINES AT MEADOW POINT | 5352900 | 320/04127-090-014 | \$ 121,700 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |

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|-----------|--|---------------------------------|---|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 801 | Larry M. Phillips (T1) Mail To: 4131 SE 22nd St. Des Moines, IA 50320-2625 | 141 Evergreen Pl. 50265-7055 | LOT 22 THE PINES AT MEADOW POINT | 5353000 | 320/04127-090-022 | \$ 123,200 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 802 | Cherese R. Schirck (T1) | 159 Evergreen Pl. 50265-7057 | LOT 3 THE PINES AT MEADOW POINT | 5353100 | 320/04127-090-003 | \$ 121,600 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 803 | Joanne Daniels (T1) Mark A. Cameron (T2) | 178 Evergreen Pl. 50265-7057 | LOT 5 THE PINES AT MEADOW POINT | 5353200 | 320/04127-090-005 | \$ 126,500 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 804 | Janelle Heusinger (T1) | 174 Evergreen Pl. 50265-7057 | LOT 6 THE PINES AT MEADOW POINT | 5353300 | 320/04127-090-006 | \$ 109,900 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 805 | Barbara A. Harger (T1) | 170 Evergreen Pl. 50265-7057 | LOT 7 THE PINES AT MEADOW POINT | 5353400 | 320/04127-090-007 | \$ 127,400 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 806 | Michelle Herndon (T1) | 166 Evergreen Pl. 50265-7057 | LOT 8 THE PINES AT MEADOW POINT | 5353500 | 320/04127-090-008 | \$ 114,000 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 808 | Benjamin Brogren (T1) Briana Brogren (T2) | 148 25th Ct. 50265-6256 | LOT 1 THE PINES AT MEADOW POINT PLAT 2 | 5353600 | 320/04127-090-051 | \$ 212,200 | 15.6 | 16 | \$331.42 | \$66.28 | \$397.70 | \$397.70 | \$0.00 | 0.21% |
| 814 | Mary T. Myers (T1) | 141 25th Ct. 50265-6256 | LOT 23 THE PINES AT MEADOW POINT PLAT 2 | 5353700 | 320/04127-090-073 | \$ 190,400 | 15.6 | | \$147.42 | \$29.48 | \$176.90 | \$176.90 | \$0.00 | 0.09% |
| 815 | Jay C. Lauridsen (T1) | 147 25th Ct. 50265-6256 | LOT 26 THE PINES AT MEADOW POINT PLAT 2 | 5353800 | 320/04127-090-076 | \$ 179,900 | 72.4 | | \$684.18 | \$136.84 | \$821.02 | \$821.02 | \$0.00 | 0.42% |
| 822 | IA Medical Society (T1) Mail To: 515 E. Locust St. Ste 400 Des Moines, IA 50309-1969 | 916 9th St. 50265-3612 | LOT 45 CLOVER HILLS PLACE | 5353900 | 320/01120-000-000 | \$ 32,900 | 30 | | \$283.50 | \$56.70 | \$340.20 | \$340.20 | \$0.00 | 0.18% |
| 823 | Jaime Longenecker (T1) | 1233 20th St. 50265-2210 | OUTLOT X BEVERLY HILLS PLAT NO 7; AND -EX S 5F- LT 5 BEVERLY HILLS PLAT NO 6 | 5354000 | 320/00645-005-001 | \$ 253,100 | 16 | | \$136.00 | \$27.20 | \$163.20 | \$163.20 | \$0.00 | 0.08% |
| 830 | Westbrooke Residential Coop (T1) Mail To: 4010 University Ave. Des Moines, IA 50311-3563 | 3901 EP True Pkwy. 50265 | LOT 1 SOUTHWICKE | 5354100 | 320/04116-338-001 | \$ 9,965,000 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 831 | The Rugby Foundation | 120 39th St. 50265-3930 | LOT 3 SOUTHWICKE | 5354200 | 320/04116-338-003 | \$ 414,000 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| 832 | Jon A. Arnold (T1) Robin E. Cosner (T2) | 200 39th St. 50265-3938 | E 1/2 ALLEY LYG W & ADJ & W 1/2 WALNUT ST LYG E & ADJ & LTS 1 THRU 5 BLK 3 & E 1/2 WALNUT ST LYG W & ADJ & LTS 10 THRU 14 & ALLEY LYG W & ADJ & LTS 1 THRU 5 BLK 4 ASHAWA | 5354300 | 320/00440-004-001 | \$ 187,200 | 1686.4 | | \$14,334.40 | \$30.24 | \$14,364.64 | \$14,364.64 | \$0.00 | 7.41% |

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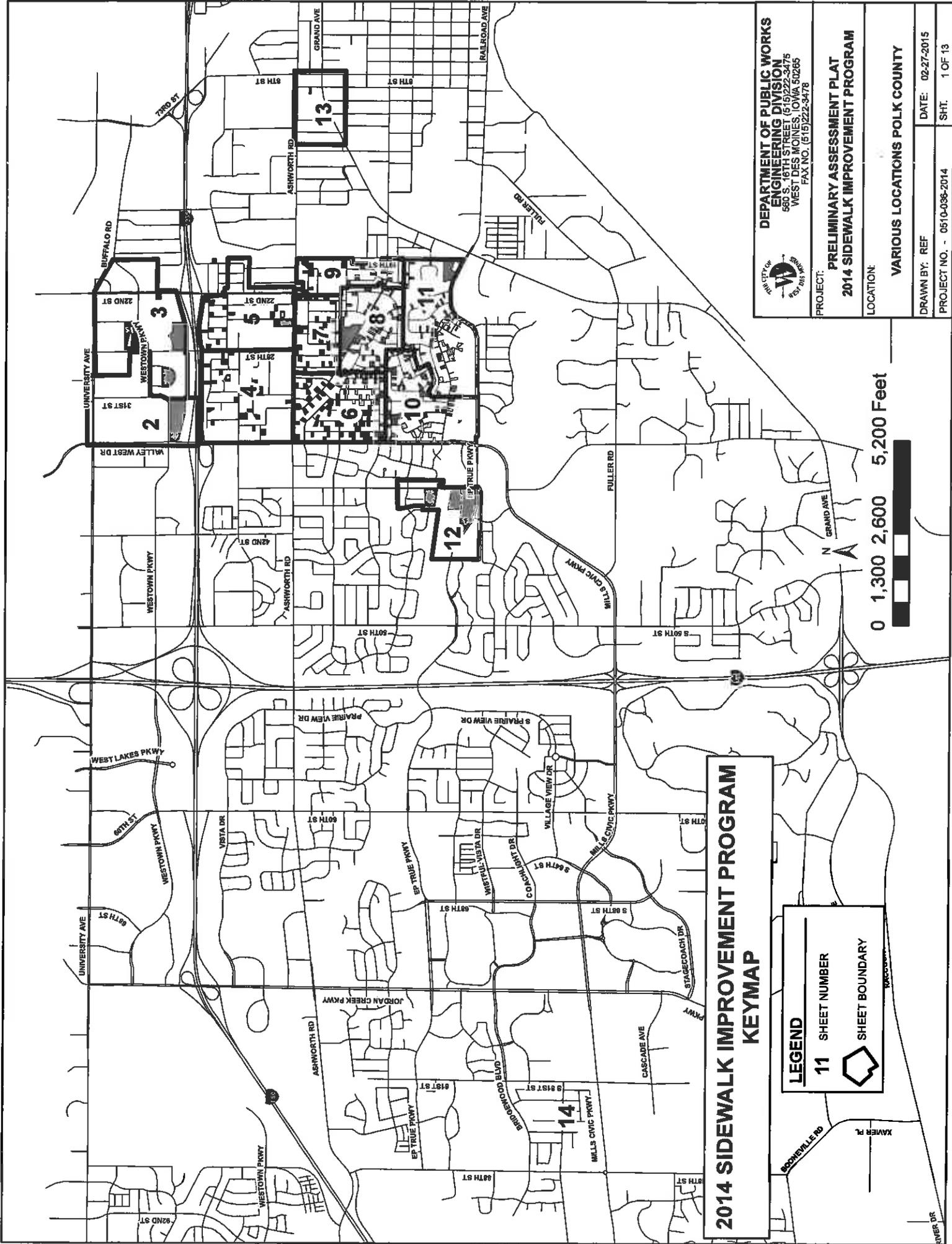
| PROP. NO. | PROPERTY OWNER | PROPERTY ADDRESS | LEGAL DESCRIPTION | CERT. NO. | PARCEL NO. | COUNCIL VALUATION | SIDEWALK 4" (SF) | SIDEWALK 6" (SF) | CONSTRUCTION COST | ADMINISTRATION COST | TOTAL BENEFIT | FINAL ASSESSMENT | CONDITIONAL DEFICIENCY | PROPORTION OF TOTAL COST |
|-----------|---|----------------------------|-------------------------------|-----------|-------------------|-------------------|------------------|------------------|-------------------|---------------------|---------------|------------------|------------------------|--------------------------|
| 833 | Thomas R. Clark (T1) Jill H. Herwig (T2) | 201 39th St. 50265-3931 | LT 13 ASHWORTH ESTATES PLAT 8 | 5354400 | 320/00520-513-000 | \$ 187,700 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |

PROJECT TOTALS

| | | | | | | | | | | | | | | |
|------------------------------|-----------|----------|--|--|--|--------------|--|--|-------------|--------------|--------------|--------|--|---------------|
| TOTAL 4" SIDEWALK (S.F.) | 11,863.80 | | | | | | | | | | | | | |
| TOTAL 6" SIDEWALK (S.F.) | | 1,120.80 | | | | | | | | | | | | |
| TOTAL CONSTRUCTION COST | | | | | | \$123,605.33 | | | | | | | | |
| TOTAL ADMINISTRATION COST | | | | | | | | | \$21,884.43 | | | | | |
| TOTAL BENEFIT COST | | | | | | | | | | \$145,489.76 | | | | |
| TOTAL ASSESSMENT COST | | | | | | | | | | | \$145,489.76 | | | |
| TOTAL CONDITIONAL DEFICIENCY | | | | | | | | | | | | \$0.00 | | |
| PROPORTION OF TOTAL COST | | | | | | | | | | | | | | 75% |
| TOTAL PROJECT COST | | | | | | | | | | | | | | \$ 193,798.96 |

Notes:

- (1) Council Valuation established at \$10,000/Acre for special assessment purposes for Parcel No. 627
- (2) Proportion of Total Project Cost is the Assessable cost divided by the Total Project Cost.
- (3) Administration Cost for Prop. #832 was adjusted.



2014 SIDEWALK IMPROVEMENT PROGRAM KEYMAP

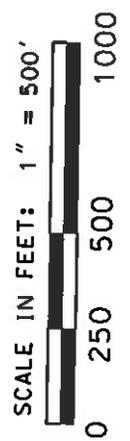
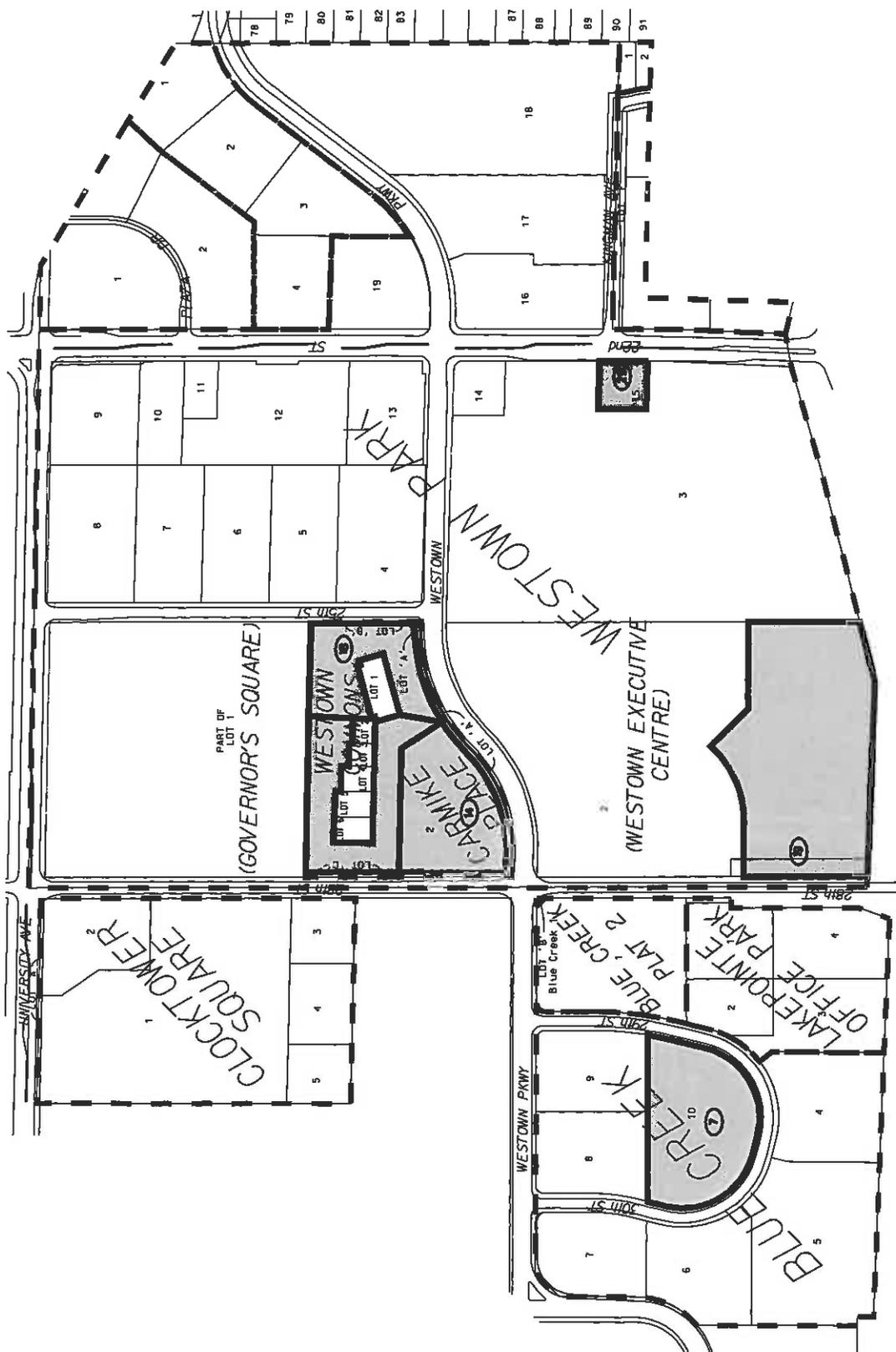
LEGEND

11 SHEET NUMBER

SHEET BOUNDARY



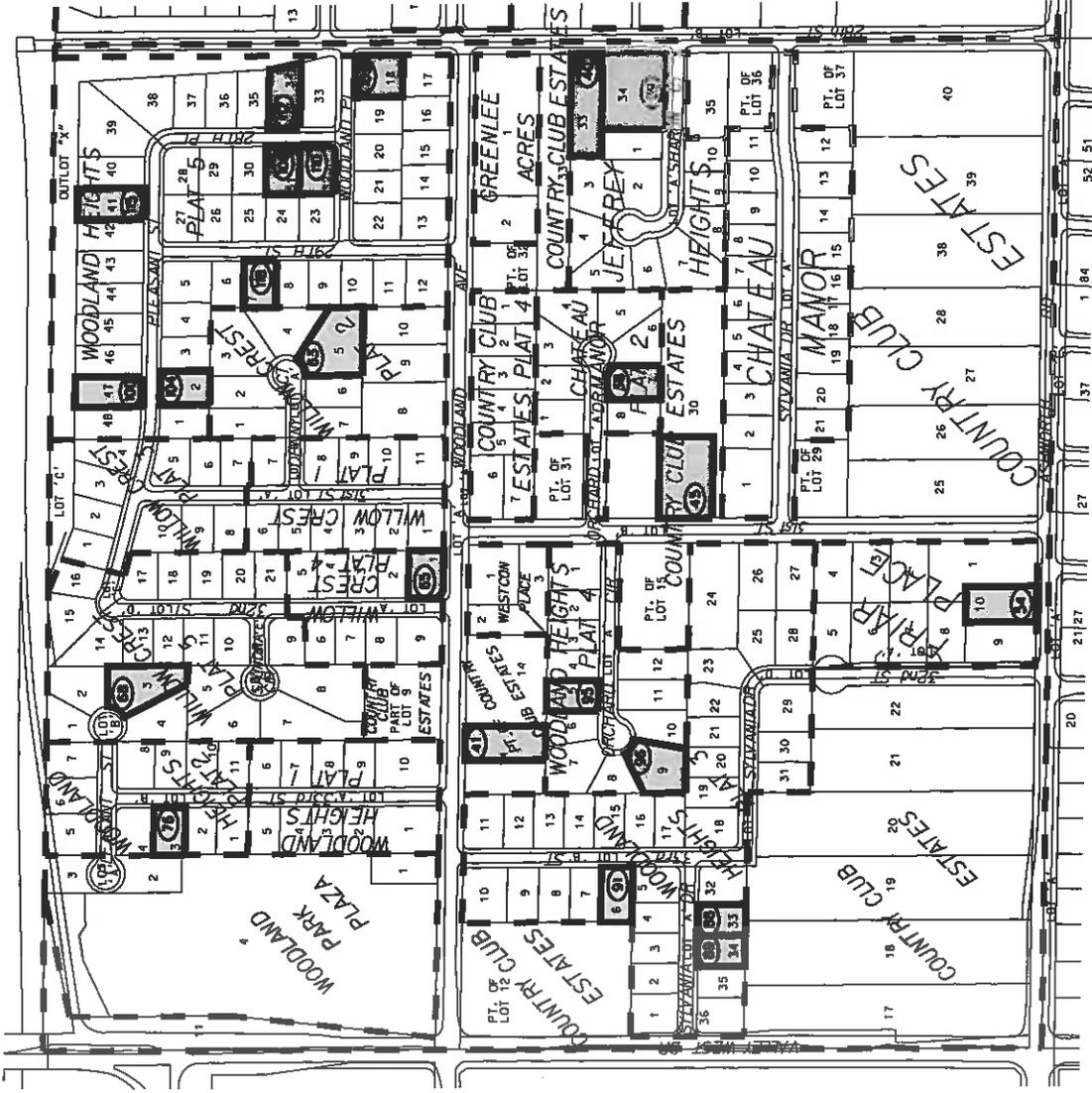
| | |
|--|--|
| | DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 560 S. 16TH STREET (S15)222-3475 WEST DES MOINES, IOWA 50265 FAX NO. (515)222-3478 |
| | PROJECT: PRELIMINARY ASSESSMENT PLAT 2014 SIDEWALK IMPROVEMENT PROGRAM |
| LOCATION: VARIOUS LOCATIONS POLK COUNTY | DATE: 02-27-2015 SHT: 1 OF 13 |
| DRAWN BY: REF | PROJECT NO.: - 0510-036-2014 |



LEGEND

- 2014 SIDEWALK PROGRAM BOUNDARY
- ▭ PARCELS FOR SIDEWALK IMPROVEMENTS
- - - SUBDIVISION BOUNDARY
- ⊙ PROPERTY NUMBER

| | |
|---|---|
| | DATE: 02-27-15 DRAWN BY: [Name] CHECKED BY: [Name] |
| | PROJECT: PRELIMINARY ASSESSMENT PLAT 2014 SIDEWALK IMPROVEMENT PROGRAM |
| LOCATION: VARIOUS LOCATIONS POLK COUNTY | |
| SHEET NO.: REF | SCALE: 1" = 500' |
| PROJECT NO.: 0510-036-2014 | |
| SHEET: 3 OF 13 | |



LEGEND

- 2014 SIDEWALK PROGRAM BOUNDARY
- ▨ PARCELS FOR SIDEWALK IMPROVEMENTS
- - - SUBDIVISION BOUNDARY
- ⊙ PROPERTY NUMBER



SCALE IN FEET: 1" = 500'



| | |
|--|---------------|
| | |
| DEPARTMENT OF PUBLIC WORKS CITY OF POLK COUNTY, FLORIDA 608 S. STATE STREET, SUITE 200 TALLAHASSEE, FLORIDA 32309 | |
| PROJECT: | 02-27-15 |
| PRELIMINARY ASSESSMENT PLAT 2014 SIDEWALK IMPROVEMENT PROGRAM | |
| LOCATION: VARIOUS LOCATIONS POLK COUNTY | |
| SCALE: | 1" = 500' |
| PROJECT NO.: | 0510-036-2014 |
| SHEET NO.: | 4 OF 13 |



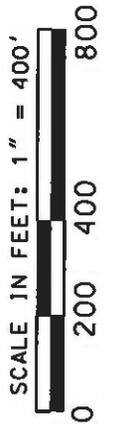
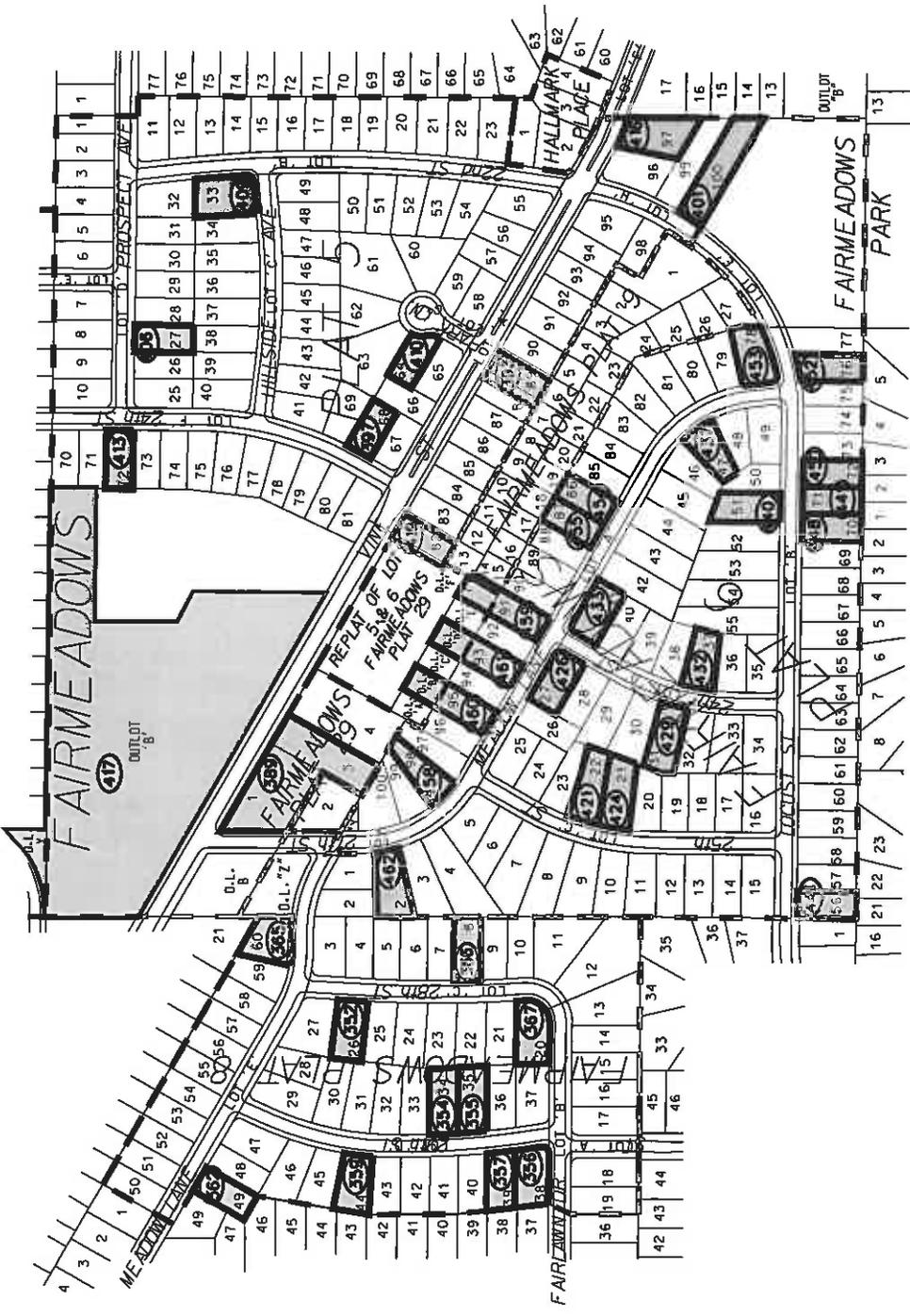
LEGEND

- 2014 SIDEWALK PROGRAM BOUNDARY
- ▭ PARCELS FOR SIDEWALK IMPROVEMENTS
- - - SUBDIVISION BOUNDARY
- ⊙ PROPERTY NUMBER

SCALE IN FEET: 1" = 500'



| | |
|---|--|
| | DATE: 02-27-15 |
| | PROJECT: PRELIMINARY ASSESSMENT PLAT 2014 SIDEWALK IMPROVEMENT PROGRAM |
| LOCATION: VARIOUS LOCATIONS POLK COUNTY | SCALE: 1" = 500' |
| PROJECT NO. REF: 0510-036-2014 | SHEET: 5 OF 13 |



- LEGEND**
- 2014 SIDEWALK PROGRAM BOUNDARY
 - ▭ PARCELS FOR SIDEWALK IMPROVEMENTS
 - - - SUBDIVISION BOUNDARY
 - ⓪ PROPERTY NUMBER



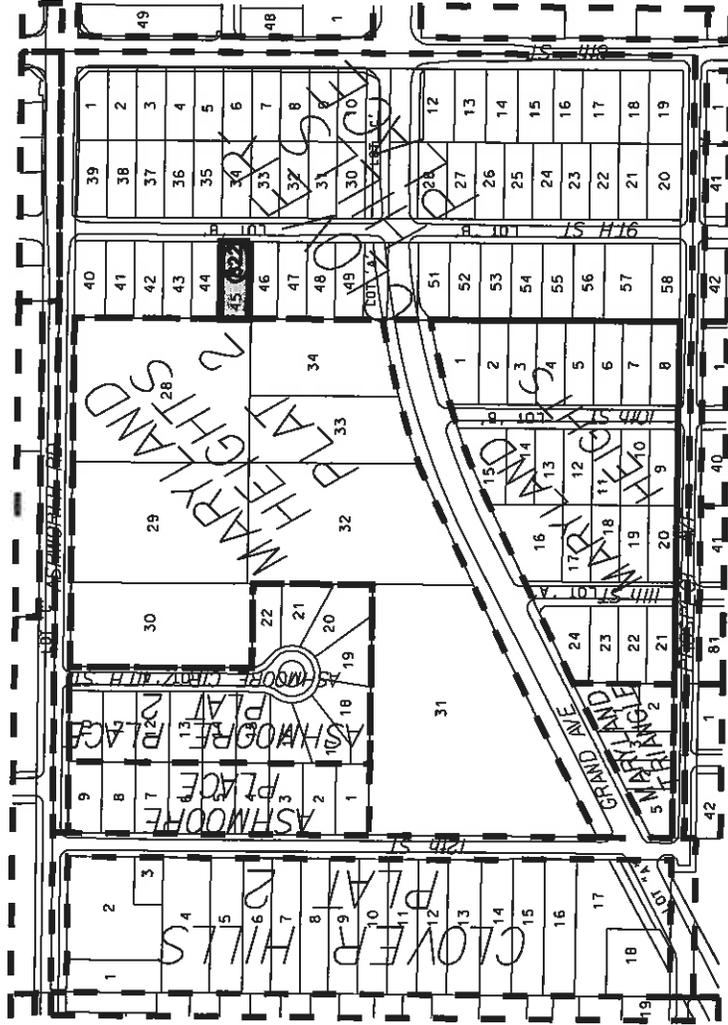
| | |
|---|------------------|
| | |
| DEPARTMENT OF PUBLIC WORKS ONE S. STATE STREET, ADDRESS 3475 WEST DES MOINES, IOWA 50319-0347 | |
| PROJECT# | 02-27-15 |
| PRELIMINARY ASSESSMENT PLAT 2014 SIDEWALK IMPROVEMENT PROGRAM | |
| LOCATION VARIOUS LOCATIONS POLK COUNTY | |
| DATE: REF | SCALE: 1" = 400' |
| PROJECT NO. 0510-036-2014 | SHEET 10 OF 13 |

- LEGEND**
- 2014 SIDEWALK PROGRAM BOUNDARY
 - ▭ PARCELS FOR SIDEWALK IMPROVEMENTS
 - - - SUBDIVISION BOUNDARY
 - ⊙ PROPERTY NUMBER



| | | |
|---|-----------|--|
| | | DATE: 02-27-15 DRAWN BY: [Name] CHECKED BY: [Name] |
| PROJECT: PRELIMINARY ASSESSMENT PLAT 2014 SIDEWALK IMPROVEMENT PROGRAM | | |
| LOCATION: VARIOUS LOCATIONS POLK COUNTY | | |
| SHEET NO. REF | SHEET NO. | GRID: 1" = 400' SHEET: 12 OF 13 |
| PROJECT NO. 0510-036-2014 | | |

- LEGEND**
- 2014 SIDEWALK PROGRAM BOUNDARY
 - ▭ PARCELS FOR SIDEWALK IMPROVEMENTS
 - - - SUBDIVISION BOUNDARY
 - ⊙ PROPERTY NUMBER



LEGEND

- 2014 SIDEWALK PROGRAM BOUNDARY
- ▬ PARCELS FOR SIDEWALK IMPROVEMENTS
- - - SUBDIVISION BOUNDARY
- ⊙ PROPERTY NUMBER



| | | |
|---|---|-----------------------------|
| | DIVISION OF PUBLIC WORKS 300 S. MAIN STREET, SUITE 2070 POLK COUNTY, FLORIDA 32132-2070 | DATE: 02-27-15 DRAWN BY: |
| | PROJECT: PRELIMINARY ASSESSMENT PLAT 2014 SIDEWALK IMPROVEMENT PROGRAM | PROJECT NO. 0510-036-2014 |
| LOCATION: VARIOUS LOCATIONS POLK COUNTY | | SHEET NO. 13 OF 15 |

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 8, 2016

ITEM: Resolution – Award Contract – Woodland Hills Park Site Development

FINANCIAL IMPACT: Total expense of \$733,573.20 to be paid out of the C.I.P. Woodland Hills Park Improvements project. The consultant’s estimate for the project was \$685,102.43. There is a total of \$709,000 available for the project including \$578,000 in City funds for Division 1 and \$131,000 available through a combination of City funds and Water Quality Initiative grant funds for Division 2. The bid for Division 2 is within budget. The bid for Division 1 of \$607,701.45 is over the amount available by \$29,701.45. Two sources were identified in the Parks C.I.P. to cover the shortfall including \$20,000 from the Parks Maintenance Facility Fence and a cost savings of \$20,000 from the Trail Underpass Lighting Upgrade project.

BACKGROUND: Two bids were received for the project, and both were substantially higher than the estimate prepared by the project consultant, Civil Design Advantage. The lowest responsive bid of \$779,804.00 was submitted by Joiner Construction Co., Inc. of Plano, Iowa. Following the submission of bids, Joiner Construction valued engineered a few of the bid items and was able to decrease this bid number by approximately \$46,230. Although the low bid is still higher than the estimate and budget, staff prefers to move forward with the project to get it started yet this fall, and to keep the grant funding process on schedule. The Council is asked to approve the contract for the Woodland Hills Park Site Development in the amount of \$733,573.20.

The project is separated into two divisions: Division 1 includes construction of a shelter, restroom building, playground, and parking lot. Division 2 includes water quality practices that are being partially funded through an IDALS Water Quality Initiative grant. These items include the installation of permeable pavers in portions of the parking lot, construction of three bioretention cells with soil amendments and native plants, and soil restoration on approximately 4 acres of the park site. Add alternates for a backstop and site furnishings were rejected.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council pass the resolution to award the contract for the Woodland Hills Park Site Development in the amount of \$733,573.20.

Lead Staff Member: Sally Orgies 

STAFF REVIEWS

| | |
|------------------------|--|
| Department Director |  |
| Appropriations/Finance |  |
| Legal | |
| Agenda Acceptance |  |

PUBLICATION(S) (if applicable)

| | |
|--------------------|---------------------|
| Published In | Des Moines Register |
| Dates(s) Published | July 15, 2016 |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|-----|----|-------|
| Committee | N/A | | |
| Date Reviewed | | | |
| Recommendation | Yes | No | Split |

Resolution Approving Contract

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

Woodland Hills Park Site Development

and,

WHEREAS, bids have been received and opened by the City Clerk, Deputy City Clerk, or designee and placed on file by the City Council.

and,

WHEREAS, the bid of Joiner Construction Co., Inc. of Plano, Iowa in the amount of \$733,573.20 is the lowest responsible bid received for said public improvement, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the Woodland Hills Park Site Development project is hereby awarded to Joiner Construction Co., Inc. in the amount of \$733,573.20 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the Director of Parks and Recreation is authorized and directed to return bid bonds and/or checks to any unsuccessful bidder.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the Director of Parks and Recreation and have been signed by the Director of Finance and after the contractor is given a written notice to proceed by the Director of Parks and Recreation.

PASSED AND APPROVED this 8th day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Woodland Hills Park Site Development
West Des Moines, Iowa
Bid Tabulation July 20, 2016

Joiner Construction - Plano, Iowa

Edge Commercial - Grimes, Iowa

| Item | Unit | Quantity | | Unit Price | Division 1 Price | | Division 2 Price | | Add All Price | Division 1 Price | | Division 2 Price | | Total Price | Division 1 Price | Division 2 Price |
|---|------|------------|------------|--------------|------------------|------------|------------------|--------------|---------------|------------------|------------|------------------|--|--------------|------------------|------------------|
| | | Division 1 | Division 2 | | Division 1 | Division 2 | Division 1 | Division 2 | | Division 1 | Division 2 | | | | | |
| Earthwork | | | | | | | | | | | | | | | | |
| Tonsoil, On-Site | CY | 1,420 | | \$ 12.00 | \$ 17,040.00 | | \$ 11.00 | \$ 15,620.00 | | | | | | \$ 10.70 | \$ 15,194.00 | |
| Excavation, Class 10 | CY | 2,463 | | \$ 10.00 | \$ 24,630.00 | | | \$ 34,482.00 | | | | | | \$ 18.88 | \$ 46,501.44 | |
| Subgrade Preparation | SY | 1,266 | | \$ 7.00 | \$ 8,862.00 | | | \$ 12,660.00 | | | | | | \$ 8.85 | \$ 11,204.10 | |
| Compacting Testing | LS | 1 | | \$ 2,000.00 | \$ 2,000.00 | | | \$ 2,000.00 | | | | | | \$ 3,650.00 | \$ 3,650.00 | |
| Trench and Trenchless Construction | | | | | | | | | | | | | | | | |
| Trench Connection Testing | LS | 1 | | \$ 1,000.00 | \$ 1,000.00 | | | \$ 1,000.00 | | | | | | \$ 3,000.00 | \$ 3,000.00 | |
| Sanitary Sewer Gravity Services, 8 In. Trenched | LF | 6 | | \$ 100.00 | \$ 600.00 | | | \$ 220.00 | | | | | | \$ 600.00 | \$ 3,600.00 | |
| Pipe Culvert, Trenched, HDPE, 8 In. Dia. | LF | 52 | | \$ 60.00 | \$ 3,120.00 | | | \$ 49.50 | | | | | | \$ 59.62 | \$ 3,102.24 | |
| Pipe Access CMP, 8 In. Dia. | EA | 4 | | \$ 1,000.00 | \$ 4,000.00 | | | \$ 880.00 | | | | | | \$ 775.00 | \$ 3,100.00 | |
| Water Service Stub, Copper Type K, 2 In. Dia. | LF | 6 | | \$ 100.00 | \$ 600.00 | | | \$ 220.00 | | | | | | \$ 467.00 | \$ 2,802.00 | |
| Sanitary Sewer, For Sanitary and Storm Space | EA | 1 | | \$ 1,300.00 | \$ 1,300.00 | | | \$ 275.00 | | | | | | \$ 3,000.00 | \$ 3,000.00 | |
| Gravel and Aggregate Work | | | | | | | | | | | | | | | | |
| Pavement, PCC, 6 In. | SY | 1,056 | | \$ 52.00 | \$ 54,912.00 | | | \$ 49.00 | | | | | | \$ 33.00 | \$ 34,848.00 | |
| PCC Pavement Samples and Testing | LS | 1 | | \$ 2,000.00 | \$ 2,000.00 | | | \$ 550.00 | | | | | | \$ 7,000.00 | \$ 7,000.00 | |
| Shared Use Path, PCC Reinforced, 6 In. | SY | 514 | | \$ 60.00 | \$ 30,840.00 | | | \$ 59.00 | | | | | | \$ 42.00 | \$ 21,588.00 | |
| Sidewalk, PCC, 4 In. | SY | 787 | | \$ 48.00 | \$ 37,776.00 | | | \$ 49.50 | | | | | | \$ 48.00 | \$ 37,776.00 | |
| Detachable Warning | SF | 24 | | \$ 50.00 | \$ 1,200.00 | | | \$ 38.50 | | | | | | \$ 35.00 | \$ 840.00 | |
| Engineered Fabric | SF | 1,805 | | \$ 0.35 | \$ 631.75 | | | \$ 0.55 | | | | | | \$ 1.21 | \$ 2,222.55 | |
| Underdrain | LF | 178 | | \$ 15.00 | \$ 2,670.00 | | | \$ 20.00 | | | | | | \$ 95.50 | \$ 16,999.00 | |
| Storage Aggregate | TON | 114 | | \$ 25.00 | \$ 2,850.00 | | | \$ 44.00 | | | | | | \$ 87.72 | \$ 10,000.08 | |
| Filter Aggregate | TON | 30 | | \$ 40.00 | \$ 1,200.00 | | | \$ 49.50 | | | | | | \$ 53.30 | \$ 1,599.00 | |
| Permeable Interlocking Pavers, Pave Drain | TON | 15 | | \$ 40.00 | \$ 600.00 | | | \$ 95.00 | | | | | | \$ 100.00 | \$ 1,500.00 | |
| Gravel and Aggregate Work | SF | 1,262 | | \$ 14.00 | \$ 17,668.00 | | | \$ 16.50 | | | | | | \$ 15.58 | \$ 19,661.96 | |
| Conventional Seeding, Seeding, Fertilizing, Mulching | AC | 1 | | \$ 7,000.00 | \$ 7,000.00 | | | \$ 11,600.00 | | | | | | \$ 6,200.00 | \$ 6,200.00 | |
| Plans with Warranty | LS | 1 | | \$ 15,000.00 | \$ 15,000.00 | | | \$ 9,405.00 | | | | | | \$ 16,000.00 | \$ 16,000.00 | |
| SWPPP Management | LS | 1 | | \$ 3,000.00 | \$ 3,000.00 | | | \$ 4,950.00 | | | | | | \$ 5,500.00 | \$ 5,500.00 | |
| Sediment Basin, Outlet Structure | EA | 3 | | \$ 200.00 | \$ 600.00 | | | \$ 3,000.00 | | | | | | \$ 2,366.00 | \$ 7,098.00 | |
| Sediment Basin, Removal of Sediment | EA | 3 | | \$ 500.00 | \$ 1,500.00 | | | \$ 4,500.00 | | | | | | \$ 467.00 | \$ 1,401.00 | |
| Sediment Basin, Removal of Outlet Structure | EA | 3 | | \$ 125.00 | \$ 375.00 | | | \$ 3,000.00 | | | | | | \$ 400.00 | \$ 1,200.00 | |
| Silt Fence or Silt Fence Ditch Check | LF | 471 | | \$ 3.00 | \$ 1,413.00 | | | \$ 4.50 | | | | | | \$ 2.00 | \$ 942.00 | |
| Silt Fence or Silt Fence Ditch Check, Removal of | LF | 471 | | \$ 1.00 | \$ 471.00 | | | \$ 4.50 | | | | | | \$ 0.60 | \$ 282.60 | |
| Silt Fence or Silt Fence Ditch Check, Removal of Device | LF | 471 | | \$ 1.25 | \$ 588.75 | | | \$ 4.50 | | | | | | \$ 0.60 | \$ 282.60 | |
| Stabilized Construction Entrance | TON | 50 | | \$ 25.00 | \$ 1,250.00 | | | \$ 46.50 | | | | | | \$ 36.00 | \$ 1,800.00 | |
| Frostion Control Mulching, Conventional | AC | 17 | | \$ 3,000.00 | \$ 51,000.00 | | | \$ 2,750.00 | | | | | | \$ 1,412.00 | \$ 2,400.40 | |
| Inlet Protection Device | EA | 7 | | \$ 125.00 | \$ 875.00 | | | \$ 1,750.00 | | | | | | \$ 142.00 | \$ 994.00 | |
| Inlet Protection Device, Maintenance | EA | 7 | | \$ 30.00 | \$ 210.00 | | | \$ 1,050.00 | | | | | | \$ 25.00 | \$ 175.00 | |
| Construction Survey | LS | 1 | | \$ 7,500.00 | \$ 7,500.00 | | | \$ 11,000.00 | | | | | | \$ 9,000.00 | \$ 9,000.00 | |
| Mobilization | LS | 1 | | \$ 15,000.00 | \$ 15,000.00 | | | \$ 16,500.00 | | | | | | \$ 72,000.00 | \$ 72,000.00 | |
| Printed Pavement Markings, Durable | STA | 6 | | \$ 200.00 | \$ 1,200.00 | | | \$ 2,400.00 | | | | | | \$ 584.00 | \$ 3,504.00 | |
| Printed Symbols and Legends | EA | 1 | | \$ 200.00 | \$ 200.00 | | | \$ 550.00 | | | | | | \$ 265.00 | \$ 265.00 | |
| Concrete Washout, Roll-off | EA | 1 | | \$ 1,500.00 | \$ 1,500.00 | | | \$ 3,000.00 | | | | | | \$ 1,600.00 | \$ 1,600.00 | |
| Play Equipment Purchase & Delivery, 2-5 Playground | LS | 1 | | \$ 20,000.00 | \$ 20,000.00 | | | \$ 19,800.00 | | | | | | \$ 23,000.00 | \$ 23,000.00 | |
| Play Equipment Installation, 2-5 Playground | LS | 1 | | \$ 8,000.00 | \$ 8,000.00 | | | \$ 8,800.00 | | | | | | \$ 7,900.00 | \$ 7,900.00 | |
| 8 In. FCC Inlet Restraint, 2-5 Playground | LF | 206 | | \$ 50.00 | \$ 10,300.00 | | | \$ 25.00 | | | | | | \$ 35.40 | \$ 7,292.40 | |
| 4 In. Subbase, 2-5 Playground | LF | 95 | | \$ 15.00 | \$ 1,425.00 | | | \$ 24.20 | | | | | | \$ 31.60 | \$ 3,002.00 | |
| Pen Gravel, 2-5 Playground | TON | 23 | | \$ 65.00 | \$ 1,495.00 | | | \$ 60.50 | | | | | | \$ 43.00 | \$ 989.00 | |
| Geotextile Fabric, 2-5 Playground | SF | 2,250 | | \$ 0.35 | \$ 787.50 | | | \$ 0.55 | | | | | | \$ 0.44 | \$ 981.20 | |
| Engineered Wood Filter, 2-5 Playground | SF | 2,227 | | \$ 3.00 | \$ 6,681.00 | | | \$ 6,681.00 | | | | | | \$ 2.25 | \$ 5,010.75 | |

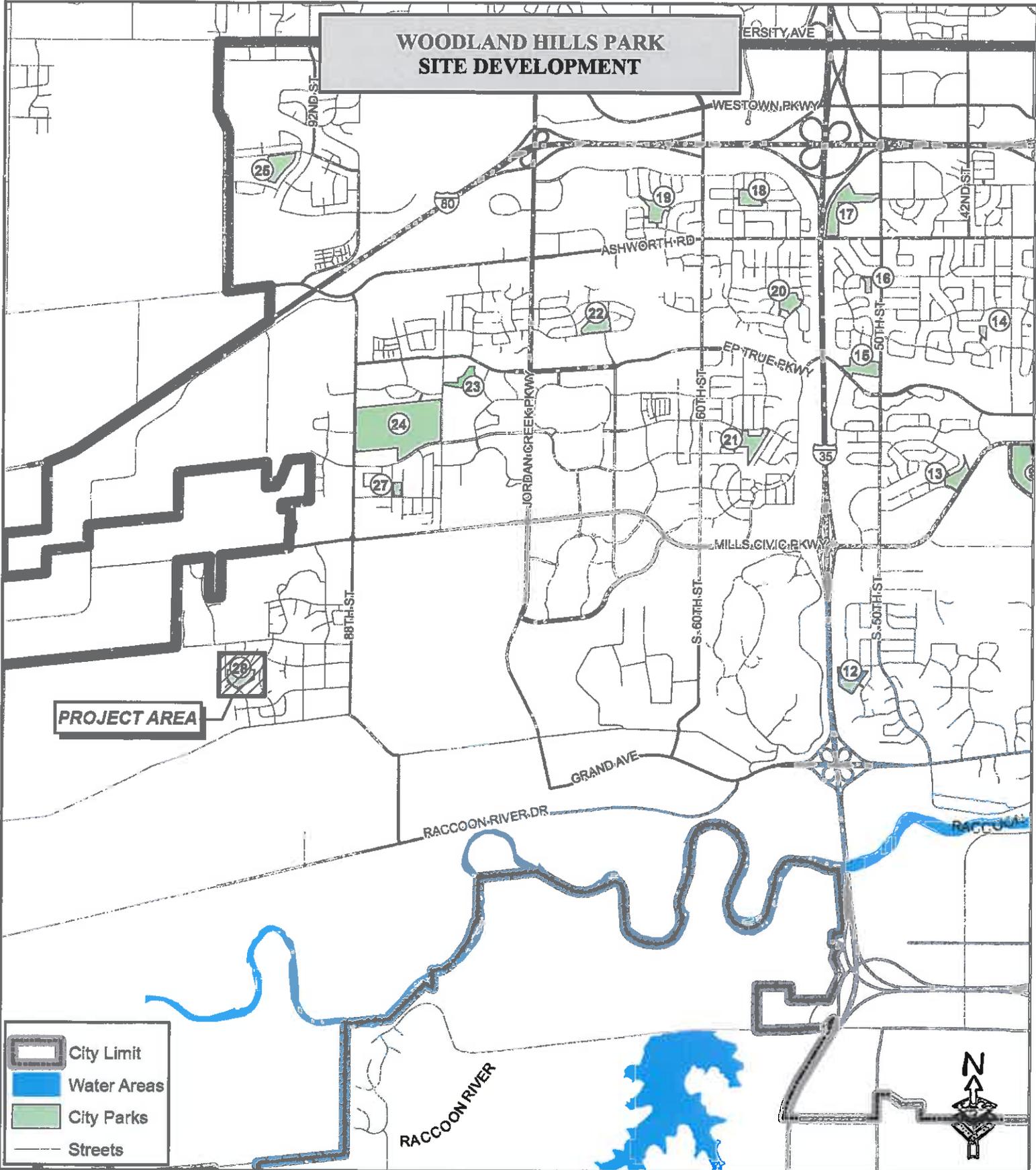
| Item | QTY | UNIT | ESTIMATE | Division 1 | Division 2 | Add Alt. | JOINDER CONSTRUCTION | Division 1 | Division 2 | Add Alt. | EDGE COMMERCIAL | Division 1 | Division 2 | Add Alt. |
|---|---------|------|-----------|------------|------------|----------|----------------------|------------|------------|----------|-----------------|------------|------------|----------|
| Play Equipment Purchase & Delivery, 5-12 Playground | 1 | LS | 65,000.00 | | | | | | | | | | | |
| Play Equipment Installation, 5-12 Playground | 1 | LS | 8,000.00 | | | | | | | | | | | |
| 8 In. P.O.C Edge Restraint, 5-12 Playground | 256 | LF | 50.00 | | | | | | | | | | | |
| 4 In. Subdrain, 5-12 Playground | 188 | LF | 15.00 | | | | | | | | | | | |
| Poa Grass, 5-12 Playground | 36 | TON | 65.00 | | | | | | | | | | | |
| Geotextile Fabric, 5-12 Playground | 3,529 | SF | 0.50 | | | | | | | | | | | |
| Engineered Wood Fiber, 5-12 Playground | 3,522 | SF | 3.00 | | | | | | | | | | | |
| Shelter Supply and Delivery | 1 | LS | 32,800.00 | | | | | | | | | | | |
| Shelter Footings (4 total) | 1 | LS | 2,500.00 | | | | | | | | | | | |
| Shelter Installation | 1 | LF | 10,000.00 | | | | | | | | | | | |
| Electrical Connections | 1 | EA | 1,700.00 | | | | | | | | | | | |
| Restroom Supply, Delivery, and Hookup | 1 | LS | 38,500.00 | | | | | | | | | | | |
| Restroom Footings and Foundations | 1 | LS | 4,000.00 | | | | | | | | | | | |
| Restroom Installation | 1 | LS | 38,500.00 | | | | | | | | | | | |
| Electrical Service | 1 | EA | 3,500.00 | | | | | | | | | | | |
| Bio-Retention Basin Installation | 1 | LS | 25,000.00 | | | | | | | | | | | |
| Washed Concrete Sand | 340 | TON | 65.00 | | | | | | | | | | | |
| Topsoil, On-Site | 24 | CY | 12.00 | | | | | | | | | | | |
| Compost | 24 | CY | 50.00 | | | | | | | | | | | |
| 3/8" Limestone Chips | 75 | TON | 50.00 | | | | | | | | | | | |
| Shredded Hardwood Mulch | 40 | CY | 49.50 | | | | | | | | | | | |
| Stone Aggregate | 299 | TON | 30.00 | | | | | | | | | | | |
| Soil Quality Assessment | 174,240 | SF | 0.15 | | | | | | | | | | | |
| 40 Ft. Aviah Endstop | 1 | EA | 10,000.00 | | | | | | | | | | | |
| Trash Receptacle | 2 | EA | 600.00 | | | | | | | | | | | |
| Grill | 1 | EA | 600.00 | | | | | | | | | | | |
| Picnic Table | 3 | EA | 1,300.00 | | | | | | | | | | | |
| Picnic Table, ADA Compliant | 1 | EA | 1,300.00 | | | | | | | | | | | |
| Benches | 4 | EA | 1,300.00 | | | | | | | | | | | |

| ESTIMATE | | | Division 1 | Division 2 | Add Alt. | JOINDER CONSTRUCTION | Division 1 | Division 2 | Add Alt. | EDGE COMMERCIAL | Division 1 | Division 2 | Add Alt. |
|----------------|----|------------|------------|------------|----------|----------------------|------------|------------|----------|-----------------|------------|------------|----------|
| Subtotal | \$ | 521,134.75 | 131,343.75 | 22,200.00 | | | | | | | | | |
| 5% Contingency | \$ | 26,056.74 | 6,567.19 | 1,110.00 | | | | | | | | | |
| Total | \$ | 547,191.49 | 137,910.94 | 23,310.00 | | | | | | | | | |
| | \$ | 607,701.45 | 125,871.75 | 43,917.50 | | | | | | | | | |
| | \$ | 662,916.42 | 193,553.76 | 30,811.00 | | | | | | | | | |

value engineered items

error in math extension

WOODLAND HILLS PARK SITE DEVELOPMENT



- | | | | |
|---------------------|---------------------------|-------------------------|-------------------------|
| 1. Legion Park | 8. East Jordan Creek Park | 15. Jordan Creek Park | 22. Wild Rose Park |
| 2. Wilson Park | 9. Southwoods Park | 16. Knolls Park | 23. Brookview Park |
| 3. Holiday Park | 10. Raccoon River Park | 17. CrossRoads Park | 24. Valley View Park |
| 4. Florer Park | 11. Scenic Valley Park | 18. Jaycee Park | 25. Maple Grove Park |
| 5. Fairmeadows Park | 12. Quail Cove Park | 19. Peony Park | 26. Railroad Park |
| 6. Pearson Park | 13. Ashawa Park | 20. Meadowview Park | 27. Huston Ridge Park |
| 7. Kiwanis Park | 14. Western Hills Park | 21. Willow Springs Park | 28. Woodland Hills Park |



**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: August 8, 2016

ITEM: Ordinance Amendment – Galleria Specific Plan Amendment, Generally the North and South sides of Mills Civic Parkway between S 60th Street and S 68th Street – Amend the Specific Plan Ordinance to allow a taller ground monument sign on the Red Robin parcel – S-J-Jordan LC – ZCSP-003140-2016

RESOLUTION: Approval of an amendment to the Galleria Specific Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, S-J-Jordan LC, has submitted an application for approval of an amendment to the existing Galleria Specific Plan Ordinance (fka Mills Parkway Plaza) to allow the multi-tenant ground monument sign located on the Red Robin parcel to be increased in height by two (2) feet. This request is being made to provide for tenant identification for that undeveloped parcel located north of Ethan Allen and First National Bank Midwest and west of the Holiday Inn Hotel (Lot Y on the attached Signage Master Plan – Attachment D). This parcel has no frontage on or visibility from Mills Civic Parkway. The developer is having problems finding a tenant to develop the parcel due to the lack of visibility and business identification from Mills Civic Parkway. The developer does not own the parcels which front Mills Civic and has been unsuccessful in acquiring an easement or other rights to place tenant identification on Holiday Inn's, Ethan Allen's, or First National Bank Midwest's properties. The closest sign in which the Galleria developer still has control is the multi-tenant sign on the Red Robin parcel. In exchange for the increase in height, the developer is willing to forfeit implementation of one of the other ground monument signs allowed within the Galleria development. 14 total signs are allowed: 6 ground signs have been constructed to date.

Plan and Zoning Commission Action:

Vote: 6-0 Approval, with Commissioner Costa Abstaining due to a potential conflict of interest.

Date: August 1, 2016

Motion: Adopt a resolution recommending the City Council approve an amendment to the Galleria Specific Plan.

OUTSTANDING ISSUES: There are no outstanding issues.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I)

- Applicant's Request
- City Council Subcommittee – *Development & Planning: May 16, 2016*
- Staff Review and Comments
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve an amendment to the Galleria Specific Plan to allow a taller ground monument sign on the Red Robin parcel on the northwest corner of the intersection of Mills Civic Parkway and the north extension of Stagecoach Drive (private).

Lead Staff Member: Kevin Wilde, Case Planner *KW*

STAFF REVIEWS:

| | |
|------------------------|-----------|
| Department Director | <i>LS</i> |
| Appropriations/Finance | |
| Legal | |
| Agenda Acceptance | |

PUBLICATION(S) (if applicable)

| | |
|--|----------------------------|
| Published In | <i>Des Moines Register</i> |
| Date(s) Published | July 22, 2016 |
| Letter sent to surrounding property owners | July 19, 2016 |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|---|-----------------------------|--------------------------------|
| Committee | Development & Planning | | |
| Date Reviewed | May 16, 2016 | | |
| Recommendation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Plan and Zoning Commission Resolution
 - Attachment B - Location Illustration
 - Attachment C - Elevations showing existing and proposed
 - Attachment D - Signage Master Plan
- Exhibit II - Proposed Ordinance

EXHIBIT I

Item #2-a

CITY OF WEST DES MOINES PLAN AND ZONING COMMISSION

Meeting Date: August 1, 2016

Item: Ordinance Amendment – Galleria Specific Plan Amendment, Generally the North and South sides of Mills Civic Parkway between S 60th Street and S 68th Street – Amend the Specific Plan Ordinance to allow a taller ground monument sign on the Red Robin parcel – S-J-Jordan LC – ZCSP-003140-2016

Request Action: Approval of an amendment to the Galleria Specific Plan

Case Advisor: Kevin Wilde, Sign and Zoning Administrator *KW*

Applicant's Request: The applicant, S-J-Jordan LC, has submitted an application for approval of an amendment to the existing Galleria Specific Plan Ordinance (fka Mills Parkway Plaza) to allow the multi-tenant ground monument sign located on the Red Robin parcel to be increased in height by two (2) feet. This request is being made to provide for tenant identification for that undeveloped parcel located north of Ethan Allen and First National Bank Midwest and west of the Holiday Inn Hotel (Lot Y on the attached Signage Master Plan – Attachment D). This parcel has no frontage on or visibility from Mills Civic Parkway. The developer is having problems finding a tenant to develop the parcel due to the lack of visibility and business identification from Mills Civic Parkway. The developer does not own the parcels which front Mills Civic and has been unsuccessful in acquiring an easement or other rights to place tenant identification on Holiday Inn's, Ethan Allen's, or First National Bank Midwest's properties. The closest sign in which the Galleria developer still has control is the multi-tenant sign on the Red Robin parcel. In exchange for the increase in height, the developer is willing to forfeit implementation of one of the other ground monument signs allowed within the Galleria development. 14 total signs are allowed: 6 ground signs have been constructed to date.

City Council Subcommittee: The issue was presented at the May 16, 2016, Development and Planning City Council Subcommittee meeting, and the Subcommittee was supportive of the request. Councilman Trevillyan did raise the question as to whether this would establish a precedent for similar requests. City Attorney Richard Scieszinski mentioned how this was a unique situation with the location of the parcel and lack of visibility. He stated that if it was a one to one comparison it's difficult to say no that we wouldn't allow this in a similar situation.

Staff Review and Comment: This request was distributed to various City departments and outside agencies for their review and comment. After working with the applicant on the various options that were possible under the current Specific Plan and City Code provisions, staff felt that this was the most viable option available that didn't create potential safety concerns, require cooperation of other property owners that indicated they were not interested, or require change to other provisions of the code or Galleria Specific Plan ordinance.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Noticing Information: On July 22, 2016, notice of the August 1, 2016, Plan and Zoning Commission and the August 8, 2016 City Council public hearing for this project was published in the *Des Moines Register*. Notice of the public hearings were also mailed to all surrounding property owners within 370 feet of the subject property on July 19, 2016.

Staff Recommendation and Conditions of Approval: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends that the Plan and Zoning Commission adopt a resolution recommending the City Council approve an amendment to the Galleria Specific Plan to allow a taller ground monument sign on the Red Robin parcel on the northwest corner of the intersection of Mills Civic Parkway and the north extension of Stagecoach Drive (private).

Owner/Applicant:

S-J-Jordan
4949 Westown Parkway, Suite 200
West Des Moines, IA 50266
Ron Daniels
515-277-4000

Applicant Rep:

Simonson & Associates Architects, LLC
1717 Ingersoll Avenue, Suite 117
Des Moines, IA 50309
Alan VanGundy
515-440-5626
avangundy@simonsonassoc.com

ATTACHMENTS:

- | | | |
|--------------|---|--|
| Attachment A | - | Plan and Zoning Commission Resolution |
| Attachment B | - | Location Illustration |
| Attachment C | - | Elevations showing existing and proposed |
| Attachment D | - | Signage Master Plan |
| Exhibit I | - | Proposed Ordinance |

ATTACHMENT A

RESOLUTION NO. PZC-16-045

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN ORDINANCE TO AMEND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, AND ORDINANCES #1567, #1920, AND #1925, GALLERIA SPECIFIC PLAN, ACCORDING TO TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, S-J-Jordan LC, has requested approval of an amendment to the Galleria Specific Plan, legally described as:

Legal Description

A parcel of land in section 13, township 78 north, range 26 west of the 5th P.M., city of West Des Moines, Dallas County, Iowa, that is more particularly described as follows:

Beginning at the center of said section 13; thence N83°23'55"E, 654.37 feet along the north line of the southeast 1/4 of section 13 to a point; thence easterly along a curve to the right having a radius of 1292.50 feet and a chord bearing of S69°00'58"E, an arc length of 315.97 feet to a point; thence N27°59'15"E, 341.62 feet to a point; thence S71°20'30"E, 317.03 feet to a point on the north line of the southeast 1/4 of section 13; thence N83°23'55"E, 837.30 feet along said north line to a point; thence S00°16'26"W, 408.00 feet to a point; thence N83°23'55"E, 333.00 feet to a point on the east line of section 13; thence S00°16'26"W, 1242.99 feet along the east line of section 13 to a point; thence S83°33'41"W, 1328.07 feet to a point; thence S00°13'05"E, 988.52 feet to the northeast corner of Lakeview Heights plat 2, an official plat; thence S83°41'31"W, 1268.31 feet to the northwest corner of Lakeview Heights plat 2; thence S83°45'21"W, 237.63 feet to a point; thence northerly along a curve to the left having a radius of 850.00 feet and a chord bearing of N20°23'33"E, an arc length of 81.08 feet to a point of reverse curvature; thence northerly along a curve to the right having a radius of 850.00 feet and a chord bearing of N33°55'51"E, an arc length of 482.77 feet to a point of tangency; thence N50°12'07"E, 190.31 feet to a point; thence northerly along a curve to the right having a radius of 850.00 feet and a chord bearing of N19°42'53"W, an arc length of 595.88 feet to a point of tangency; thence N00°22'07"E, 1513.98 feet to the point of beginning, except that portion of the above described property deeded to the city for street purposes.

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on August 1, 2016, this Commission held a duly-noticed meeting to consider the application for an amendment to the Galleria Specific Plan, to modify signage standards (ZCSP-003140-2016);

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report for this meeting or as amended orally at the meeting are adopted.

SECTION 2. The rezoning of property to amend the Galleria Specific Plan to modify signage standards (ZCSP-003140-2016) is recommended to the City Council for approval, subject to compliance with all conditions in the staff report, including conditions added at the meeting and attached as Exhibit A. Violations of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City;

S:_Development Projects\Galleria\Galleria PUD Amendments\Red Robin Sign\ZCSP-003140-2016_SR_Galleria Red Robin Sign_8-01-2016_PZ.doc

PASSED AND ADOPTED on August 1, 2016.



Craig Erickson, Chair
Plan and Zoning Commission



Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on August 1, 2016, by the following vote:

AYES: Andersen, Brown, Crowley, Erickson, Hatfield, Southworth

NAYS: -0-

ABSTENTIONS: Costa

ABSENT: -0-

ATTEST:



Recording Secretary



LOT 'S' (RED ROBIN) EXISTING MONUMENT SIGN



LOT 'S' (RED ROBIN) PROPOSED MONUMENT SIGN



This drawing has been prepared by the Architect, or under the Architect's direct supervision. This drawing is intended to be conceptual in nature only. Property boundaries, setbacks, easements, topography, utilities, structures and other physical features shown herein are based on the information available to the architect at the time of design. This document reflects a site plan concept only, and does not necessarily reflect all governing authority requirements, including green space calculations, bulk regulations, landscaping, storm water management, city input, site signage, grading, and other factors that may impact final site design. This drawing shall not be used for construction or legally binding documentation. (c) Copyright 2016 by Simonson & Associates Architects, L.L.C.

MONUMENT SIGN IMPROVEMENT

AT GALLERIA
WEST DES MOINES, IOWA

JULY 1, 2016

simonson

simonson & associates architects llc
1717 ingersoll avenue suite 117 des moines ia 50309
503 515 440 5626 www.simonsonaasoc.com

SAA# 03111
DRAWN BY: AVG

118 ACRE DEVELOPMENT
SIGN TYPES

EXISTING TENANT IDENTIFICATION SIGNS (TOTAL = 6)



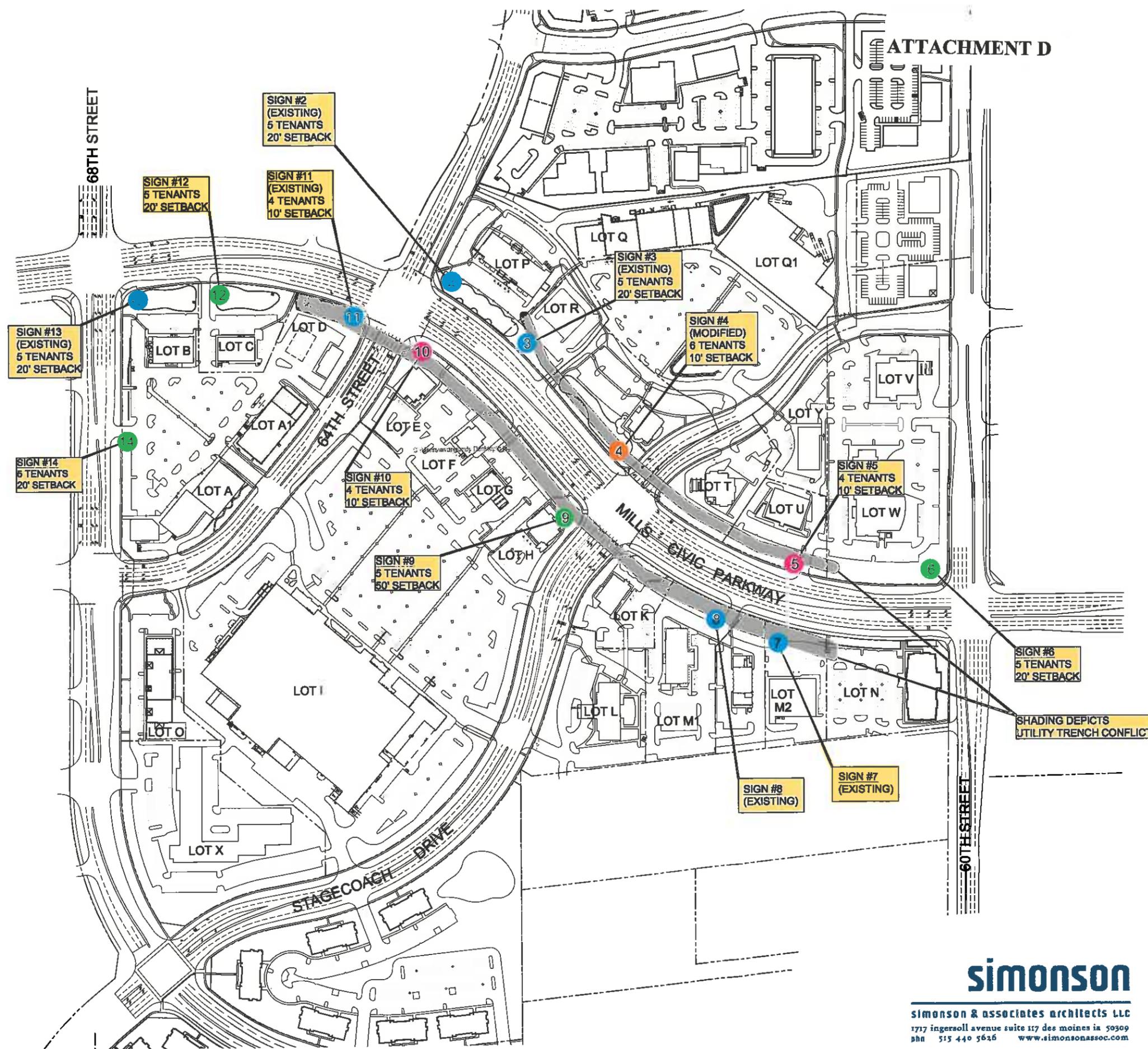
MODIFIED EXISTING TENANT IDENTIFICATION SIGN W/ UP TO SIX TENANT NAMES (TOTAL = 1)



PROPOSED TENANT IDENTIFICATION SIGN W/ FOUR TENANT NAMES (TOTAL = 2)



PROPOSED TENANT IDENTIFICATION SIGN W/ FIVE TENANT NAMES (TOTAL = 4)



SIGNAGE MASTER PLAN
07-01-16



simonson

simonson & associates architects LLC
1717 ingersoll avenue suite 117 des moines ia 50309
phn 515 440 5626 www.simonsonassoc.com

EXHIBIT II

Prepared by: KWilde, West Des Moines Development Services, PO Box 65320, West Des Moines, IA 50265, 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2014, AND ORDINANCES #1567, #1920, AND #1925, GALLERIA SPECIFIC PLAN, ACCORDING TO TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

SECTION 1. AMENDMENT: Ordinance #1567, #1920, and #1925, "Galleria Specific Plan" is hereby amended by Section 8: Signage, paragraph E, to read as follows,

E. Development/Tenant Identification Signs (Office/Commercial Parcels): A maximum of ~~fourteen~~ **(14) thirteen (13)** development/tenant identification signs which identify the name of the development and/or the names of businesses within the development shall be allowed within the Galleria Development boundaries in accordance with the following:

1. When located a minimum of twenty feet (20') from the ultimate public street right of way line or thirty feet (30') from the curb of a private street (Stagecoach Drive north of Mills Civic Parkway) the sign structure shall be a maximum of seven and one-half feet (7 $\frac{1}{2}$ ') in height and no greater than sixty five (65) square feet in overall size. When located between ten (10) and nineteen feet (19') from the ultimate right of way line or fifteen (15) to twenty nine feet (29') from the curb of a private street, the sign structure shall be a maximum of six and one-half feet (6 $\frac{1}{2}$ ') in height and no greater than fifty five (55) square feet in overall size.

An exception shall be granted for the sign located on the northwest corner of the intersection of Mills Civic Parkway and the northern extension of Stagecoach Drive. The sign at that location shall meet a minimum ten foot (10') setback from the right-of-way line of Mills Civic Parkway and a minimum thirty foot (30') setback from the back of curb of the private street (Stagecoach Drive north of Mills Civic). The sign structure shall be a maximum eight and one-half feet (8 $\frac{1}{2}$ ') in height and no greater than seventy-four (74) square feet in overall size.

2. There shall be no limit to the number of tenants identified on such signs; however no additional sign structure square footage shall be granted for signs which contain both development and tenant identification.
3. The tenant copy area shall be comprised of individually attached letters or a panel sign sized and treated (opaque vinyl or router face) to minimize the amount of sign area that illuminates and to present the appearance of individual letters.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 3. Savings Clause. If any section, provision, sentences, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentences, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. Violations and Penalties. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

SECTION 5. Other Remedies. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2016, and approved this _____ day of _____, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson
City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2016, and was published in the Des Moines Register on _____, 2016.

Ryan Jacobson
City Clerk

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 8, 2016

ITEM: Jordan Creek Business Park, Southwest corner of Village View Drive and S. 60th Street – Vacate 30' Ingress/Egress Easement – Todd Rueter – VAC-003147-2016

RESOLUTION: Approval of Easement Vacation

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Todd Rueter, is requesting to vacate the existing 30' ingress/egress easement located along the south boundary of Lot 4, Jordan Creek Business Park, which is located on the southwest corner of Village View Drive and S. 60th Street to allow for future development of the site. On July 27, 2016, the Board of Adjustment approved a Permitted Conditional Use for this property to allow a Morningstar assisted living and memory care facility. They Board of Adjustment approval included a condition that the 30' ingress/egress easement be vacated because a portion of the proposed parking lot and landscape buffer for Morningstar will be located within the easement.

CITY COUNCIL SUBCOMMITTEE: This item was presented to the Development and Planning City Council Subcommittee on July 25, 2016. Councilmembers had no comments and expressed no disagreement with the proposal.

OUTSTANDING ISSUES: There are no outstanding issues. The following items of interest are noted by staff:

- **40' Roadway Easement:** In May of 2016, at the request of the current owner of the subject property, the City Council approved the vacation of a 40' Roadway Easement along the south side of the property. This easement was part of an 80' wide roadway easement: the applicant's 40' easement plus a 40' roadway easement along the north boundary of the property immediately to the south of Lot 4. The easement was established in the early 1970's for a county road through this area. The land in this area was part of unincorporated Dallas County at the time the easement was established. With the realignment of Mills Civic to the south as part of the Jordan Creek Town Center project, the need for the road was negated. The easement was left in place at that time since development of the area was unknown. The property owner requested the vacation of the easement to allow for the proposed development.
- **South 60th Street Access:** The existing driveway to the property from S. 60th Street is located on the property line between the subject property and the property to the south, owned by Craig Coxe. This driveway will be used by Morningstar to access their site. Since a portion of the driveway was located on Craig Coxe's property, the current owner of the subject property, Todd Rueter, purchased a portion of Coxe's property to provide for access to the Rueter property. This transaction has been completed. As a part of the transaction, an ingress/egress easement was executed to allow connection to the S. 60th Street driveway access for Craig Coxe's property to the south. In addition, an ingress egress easement will also be executed between Mr. Rueter and Morningstar to allow both properties shared access to S. 60th Street.
- **30' Ingress/Egress Easement:** In addition to the 40' roadway easement, the 30' ingress/egress easement in question was located along the south side of the subject property in anticipation of the eventual vacation of the roadway easement. The ingress/egress easement was to provide for access to S. 60th Street for the subject property and the properties immediately to the south. The applicant is proposing parking for the assisted and memory care facility over the ingress/egress easement, which is not permitted. The property owner of this property purchased a strip of land along the northern boundary of the property immediately to the south to ensure access for the properties to the south. Connection rights for the Craig Coxe property were established as part of the purchase. With the purchase of the strip of land and the establishment of connection rights, the ingress/egress easement in question is no longer needed.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, Staff recommends the City Council approve the request to vacate the 30' ingress/egress easement along the south boundary of Lot 4, Jordan Creek Business Park, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz, AICP *BP*

STAFF REVIEWS

| | |
|------------------------|-----------|
| Department Director | <i>BP</i> |
| Appropriations/Finance | <i>BP</i> |
| Legal | <i>BP</i> |
| Agenda Acceptance | <i>BP</i> |

PUBLICATION(S) (if applicable)

| | | |
|--|---------------------------------------|--|
| Published In | Des Moines Register Community Section | |
| Date(s) Published | July 22, 2016 | |
| Letter sent to surrounding property owners | July 19, 2016 | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|---|-----------------------------|--------------------------------|
| Committee | Development and Planning | | |
| Date Reviewed | July 25, 2016 | | |
| Recommendation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

ATTACHMENTS:

- Attachment A - Location Map
- Attachment B - Vacation Sketch
- Attachment C - City Council Resolution
- Exhibit A - Conditions of Approval



285.0 0 142.51 285.0 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
© City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Prepared by: B. Portz, Development Services, P.O. Box 65320 West Des Moines, IA 50265-0320, (515)222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE VACATION REQUEST (VAC-003147-2016) FOR THE PURPOSE OF VACATING A 30' INGRESS/EGRESS EASEMENT (BOOK 2007, PAGE 11988) LOCATED WITHIN LOT 4, JORDAN CREEK BUSINESS PARK

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, Todd Rueter, has requested approval of a Vacation Request (VAC-003147-2016) for that property located on the southwest corner of Village View Drive and S. 60th Street for the purpose of vacating a 30' ingress/egress easement (Book 2007, Page 11988) within Lot 4 of Jordan Creek Business Park;

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on August 8, 2016 this City Council held a duly-noticed public hearing to consider the application for Vacation Request (VAC-003147-2016);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report, dated August 8, 2016, or as amended orally at the City Council hearing of August 8, 2016, are adopted.

SECTION 2. VACATION REQUEST (VAC-003147-2016) to vacate the existing 30' ingress/egress easement (Book 2007, Page 11988) within Lot 4 of Jordan Creek Business Park, is approved, subject to compliance with all the conditions in the staff report, dated August 8, 2016, including conditions added at the Hearing. Violation of any such conditions shall be grounds for any remedy, legal or equitable, which is available to the City.

The legal description of the 30' ingress/egress easement to be vacated is as follows:

THE SOUTH 30 FEET OF LOT 4, JORDAN CREEK BUSINESS PARK, AN OFFICIAL PLAT, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

PASSED AND ADOPTED on August 8, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on August 8, 2016 by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT A
Conditions of Approval

1. No conditions of approval.

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

ITEM: Public Hearing, FY 2016-17 Budget Amendment #2

DATE: August 8, 2016

FINANCIAL IMPACT: There will be no increase to the tax rates as a result of this amendment. Details of the more significant adjustments include the following:

General Fund – net decrease to the fund of \$873,175

The general fund piece of this amendment primarily consists of: (1) moving operating costs between departments due to the reorganization of staff, and (2) changes to the accounting structure (chart of accounts) as part of the City's new financial software system.

- \$10,100 of budgeted operating costs for code enforcement are moved from the Police Department to the Public Works – Community Compliance division.
- \$18,750 of expense added for the insurance benefits related to changing an existing Community Compliance position from part-time to full-time.
- Operating costs are reallocated among Public Works and Engineering Services due to the shifting of staff and duties between the departments.
- \$455,000 of expense added for the purchase and installation of the Locution alerting system in five public safety stations. Part of the cost will be covered by Fire Department funding carried over from FY 15-16, the City of Clive will contribute a portion of the cost for the project at Westside Station #22, and remaining funds budgeted for the CAD system upgrade will also cover the purchase and installation of the system.
- \$150,600 of budget funding carried over from FY 15-16 for the enhancement of IT security system.
- \$14,475 of expense added resulting from changes in personnel pay ranges.
- \$193,000 of expense is added for the completion of the financial software project, part of which was budgeted in the prior fiscal year and is being carried over.
- \$20,000 of expense is added for umbrella insurance premiums due to increased rates and higher value of property being covered.

Special Revenue Fund - net decrease to the fund of \$34,425

- \$100,000 of expense for the purchase of Police body cameras, funding by cash on hand in forfeited funds account.
- \$136,809 of revenue and \$71,234 of expense is added to the E911 fund to agree with updated E911 budget with Polk County.

Capital Projects Fund - net decrease to the fund of \$1,077,000

Expenses for Capital Projects will increase by \$1,077,000 due to two factors; (1) projects need to be added which were not known when the budget was originally approved in February of 2016, and (2) several projects which had been scheduled for completion in FY 15-16 have not been completed and are being updated and carried over to FY 2016-17 as follows:

| | |
|---|-----------|
| Coachlight Drive – S 88 th St to S 91 st St | \$525,000 |
| 60 th St and Mills Civic Parkway Intersection | \$202,000 |
| Human Services Improvements Phase 2 | \$350,000 |

BACKGROUND: This is a public hearing on Amendment #2 to the City's FY 2016-17 operating and capital budget. The Finance Director and Budget Analyst developed this amendment after reviewing all expenditure levels and receiving input from several of the departments. The amendment was presented and discussed with the Finance & Administration Committee on July 13, 2016, where the Committee recommended approval.

RECOMMENDATION: Adopt Resolution approving Amendment #2 to the FY 2016-17 operating and capital budget.

Lead Staff Member: Chris Hamlett, Budget Analyst *CA*

STAFF REVIEWS

| | |
|------------------------|--|
| Department Director | Tim Stiles, Finance Director <i>AS</i> |
| Appropriations/Finance | |
| Legal | |
| Agenda Acceptance | <i>ATG</i> |

PUBLICATION(S) (if applicable)

| | |
|--------------------|-------------------------|
| Published In | The Des Moines Register |
| Dates(s) Published | July 29, 2016 |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|--------------------------------------|--------------------------|-----------------------------|
| Committee | Finance & Administration | | |
| Date Reviewed | July 13, 2016 | | |
| Recommendation | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Split |

RESOLUTION

A RESOLUTION ADOPTING AN AMENDMENT TO THE ANNUAL BUDGET FOR THE CURRENT FISCAL YEAR ENDING JUNE 30 2017.

WHEREAS, on August 8, 2016 the City Council approved and adopted an amendment to the City's annual budget for the current fiscal year ending June 30, 2017, and

WHEREAS, further amendment to the City's annual budget for the current fiscal year ending June 30, 2017 is necessary to reflect changing estimates of revenue and expenditure appropriations and adjustments in expenditures across all programs and transfers between funds and between programs; and

WHEREAS, the provisions of Chapter 384, Code of Iowa require a public hearing on the amendment to the City's annual budget for the current fiscal year ending June 30, 2017, and

WHEREAS, those residents and taxpayers of the City interested in the amendment to the City's annual budget for the current fiscal year ending June 30, 2017, have been given an opportunity to present to the City Council objections to any part of the amendment budget and arguments in favor of any part of the amendment budget at this public meeting.

NOW THEREFORE, BE IT RESOLVED that upon due consideration of all view and comments presented by City residents and taxpayers, the public hearing on the amendment to the City of West Des Moines annual budget for the current fiscal year ending June 30, 2017 is hereby closed..

PASSED AND APPROVED this 8th day of August, 2016.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, CMC
City Clerk

77-727

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2017 - AMENDMENT #2

To the Auditor of POLK, DALLAS, WARREN, & MADISON County, Iowa:

The City Council of West Des Moines in said County/COUNTIES met on 8/8/2016, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. _____

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2017 (AS AMENDED LAST ON 7/11/2016.)

Be it Resolved by the Council of the City of West Des Moines

Section 1. Following notice published 7/29/2016

and the public hearing held, 8/8/2016 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

| | Total Budget as certified or last amended | Current Amendment | Total Budget after Current Amendment |
|--|---|----------------------|--|
| Revenues & Other Financing Sources | | | |
| Taxes Levied on Property | 1 52,096,862 | 0 | 52,096,862 |
| Less: Uncollected Property Taxes-Levy Year | 2 0 | 0 | 0 |
| Net Current Property Taxes | 3 52,096,862 | 0 | 52,096,862 |
| Delinquent Property Taxes | 4 0 | 0 | 0 |
| TIF Revenues | 5 11,999,963 | 0 | 11,999,963 |
| Other City Taxes | 6 4,648,239 | 0 | 4,648,239 |
| Licenses & Permits | 7 1,429,530 | 0 | 1,429,530 |
| Use of Money and Property | 8 302,000 | 0 | 302,000 |
| Intergovernmental | 9 18,127,441 | 136,809 | 18,264,250 |
| Charges for Services | 10 19,370,350 | 0 | 19,370,350 |
| Special Assessments | 11 215,000 | 0 | 215,000 |
| Miscellaneous | 12 10,972,180 | 0 | 10,972,180 |
| Other Financing Sources | 13 10,508,000 | 0 | 10,508,000 |
| Transfers In | 14 83,163,097 | 0 | 83,163,097 |
| Total Revenues and Other Sources | 15 212,832,662 | 136,809 | 212,969,471 |
| Expenditures & Other Financing Uses | | | |
| Public Safety | 16 31,631,942 | 619,134 | 32,251,076 |
| Public Works | 17 9,887,244 | 29,825 | 9,917,069 |
| Health and Social Services | 18 1,202,431 | 0 | 1,202,431 |
| Culture and Recreation | 19 8,841,615 | 6,875 | 8,848,490 |
| Community and Economic Development | 20 7,182,005 | 0 | 7,182,005 |
| General Government | 21 7,734,678 | 388,575 | 8,123,253 |
| Debt Service | 22 19,416,853 | 0 | 19,416,853 |
| Capital Projects | 23 46,403,480 | 1,077,000 | 47,480,480 |
| Total Government Activities Expenditures | 24 132,300,248 | 2,121,409 | 134,421,657 |
| Business Type / Enterprises | 25 38,910,517 | 0 | 38,910,517 |
| Total Gov Activities & Business Expenditures | 26 171,210,765 | 2,121,409 | 173,332,174 |
| Transfers Out | 27 83,163,097 | 0 | 83,163,097 |
| Total Expenditures/Transfers Out | 28 254,373,862 | 2,121,409 | 256,495,271 |
| Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year | 29 -41,541,200 | -1,984,600 | -43,525,800 |
| Beginning Fund Balance July 1 | 30 174,713,609 | 0 | 174,713,609 |
| Ending Fund Balance June 30 | 31 133,172,409 | -1,984,600 | 131,187,809 |

Passed this _____ day of _____
(Day) (Month/Year)

Signature

City Clerk/Finance Officer

Signature

Mayor

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2016-2017 CITY BUDGET**

Form 653,C1

The City Council of West Des Moines in POLK, DALLAS, WARREN, & MADISON County, Iowa
will meet at Council Chambers of WDM City Hall
at 5:35 PM on 8/8/2016
(hour) (Date)

for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2017
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

| | | Total Budget as certified or last amended | Current Amendment | Total Budget after Current Amendment |
|--|-----------|---|----------------------|--|
| Revenues & Other Financing Sources | | | | |
| Taxes Levied on Property | 1 | 52,096,862 | | 52,096,862 |
| Less: Uncollected Property Taxes-Levy Year | 2 | 0 | | 0 |
| Net Current Property Taxes | 3 | 52,096,862 | 0 | 52,096,862 |
| Delinquent Property Taxes | 4 | | | 0 |
| TIF Revenues | 5 | 11,999,963 | | 11,999,963 |
| Other City Taxes | 6 | 4,648,239 | | 4,648,239 |
| Licenses & Permits | 7 | 1,429,530 | | 1,429,530 |
| Use of Money and Property | 8 | 302,000 | | 302,000 |
| Intergovernmental | 9 | 18,127,441 | 136,809 | 18,264,250 |
| Charges for Services | 10 | 19,370,350 | | 19,370,350 |
| Special Assessments | 11 | 215,000 | | 215,000 |
| Miscellaneous | 12 | 10,972,180 | | 10,972,180 |
| Other Financing Sources | 13 | 10,508,000 | | 10,508,000 |
| Transfers In | 14 | 83,163,097 | | 83,163,097 |
| Total Revenues and Other Sources | 15 | 212,832,662 | 136,809 | 212,969,471 |
| Expenditures & Other Financing Uses | | | | |
| Public Safety | 16 | 31,631,942 | 619,134 | 32,251,076 |
| Public Works | 17 | 9,887,244 | 29,825 | 9,917,069 |
| Health and Social Services | 18 | 1,202,431 | | 1,202,431 |
| Culture and Recreation | 19 | 8,841,615 | 6,875 | 8,848,490 |
| Community and Economic Development | 20 | 7,182,005 | | 7,182,005 |
| General Government | 21 | 7,734,678 | 388,575 | 8,123,253 |
| Debt Service | 22 | 19,416,853 | | 19,416,853 |
| Capital Projects | 23 | 46,403,480 | 1,077,000 | 47,480,480 |
| Total Government Activities Expenditures | 24 | 132,300,248 | 2,121,409 | 134,421,657 |
| Business Type / Enterprises | 25 | 38,910,517 | | 38,910,517 |
| Total Gov Activities & Business Expenditures | 26 | 171,210,765 | 2,121,409 | 173,332,174 |
| Transfers Out | 27 | 83,163,097 | | 83,163,097 |
| Total Expenditures/Transfers Out | 28 | 254,373,862 | 2,121,409 | 256,495,271 |
| Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year | 29 | -41,541,200 | -1,984,600 | -43,525,800 |
| Beginning Fund Balance July 1 | 30 | 174,713,609 | | 174,713,609 |
| Ending Fund Balance June 30 | 31 | 133,172,409 | -1,984,600 | 131,187,809 |

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Miscellaneous revenue and expenditures revised from the adopted budget due to reorganization, changes in estimates, and capital improvement projects carried over from the previous fiscal year.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Tim Stiles

City Clerk/ Finance Officer Name

Fund Summary

| Fund Type | Revenues Inc (Dec) | Expenditures Inc (Dec) | Transfers In | Transfers (Out) | Net Inc (Dec) |
|-----------------------------------|-----------------------|---------------------------|-----------------|--------------------|-----------------------|
| General | \$ - | \$ 873,175 | \$ - | \$ - | \$ (873,175) |
| Special Revenue | \$ 136,809 | \$ 171,234 | \$ - | \$ - | \$ (34,425) |
| Debt Service | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Projects | \$ - | \$ 1,077,000 | \$ - | \$ - | \$ (1,077,000) |
| Business Type / Enterprise | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ 136,809 | \$ 2,121,409 | \$ - | \$ - | \$ (1,984,600) |

Revenue Detail

| Account Number | | | | | | Current Budget | Change Inc (Dec) | Amended Budget |
|--|------|-----|------|----------|----------------|----------------|-------------------|----------------|
| Fund | Dept | Div | Acct | Sub Acct | Description | | | |
| Special Revenue Funds | | | | | | | | |
| <i>Intergovernmental</i> | | | | | | | | |
| 410 | 120 | 132 | 4380 | 465 | Miscellaneous | \$ - | \$ 100,000 | \$ 100,000 |
| 410 | 120 | 132 | 4380 | 473 | E911 Surcharge | \$ 747,576 | \$ 36,809 | \$ 784,385 |
| <i>Sub-total Other Financing Source</i> | | | | | | | \$ 136,809 | |
| Special Revenue Funds Total | | | | | | | \$ 136,809 | |
| Revenue Total | | | | | | | \$ 136,809 | |

Expenditure Summary

| Program | Change Inc (Dec) |
|---|-------------------|
| Public Safety | |
| Operating | |
| Police Department Administration | \$ (10,100) |
| Public Safety Station #21 | \$ 95,000 |
| Public Safety Station #17 | \$ 90,000 |
| Public Safety Station #18 | \$ 90,000 |
| Public Safety Station #19 | \$ 100,000 |
| Public Safety Station #22 Westside | \$ 80,000 |
| Westcom Administration | \$ 3,000 |
| Operating Total | \$ 447,900 |
| Special Revenue | |
| Police Forfeited Funds-State | \$ 100,000 |
| E911 | \$ 71,234 |
| Special Revenue Total | \$ 171,234 |
| Public Safety Total | \$ 619,134 |
| Public Works | |
| Operating | |
| Public Works-Traffic Control & Safety | \$ 4,600 |
| Public Works-Community Compliance | \$ 28,850 |
| Public Works-Engineering | \$ (82,590) |
| Public Works-Construction Inspection | \$ (63,625) |
| Public Works-Operations | \$ 15,525 |
| Public Works-Street Maintenance Improved | \$ 30,000 |
| Public Works-Administration | \$ 25,865 |
| Engineering Services-Capital Improvements | \$ 10,425 |
| Engineering Services-Support Services | \$ 36,500 |
| Engineering Services-Traffic | \$ (30,000) |
| Engineering Services-Administration | \$ 54,275 |
| Operating Total | \$ 29,825 |
| Public Works Total | \$ 29,825 |
| Culture & Recreation | |
| Parks & Recreation Administration | \$ 500 |
| Library Administration | \$ 6,375 |
| Operating Total | \$ 6,875 |
| Culture & Recreation Total | \$ 6,875 |

Expenditure Summary

| Program | Change Inc (Dec) |
|--|---------------------|
| General Government | |
| Operating | |
| City Manager's Office | \$ 500 |
| City Clerk | \$ 10,375 |
| City Hall | \$ 9,000 |
| Finance-Administration | \$ 193,000 |
| Legal | \$ 500 |
| Information Technology Services | \$ 150,600 |
| Human Resources | \$ 4,600 |
| Insurance | \$ 20,000 |
| Operating Total | \$ 388,575 |
| General Government Total | \$ 388,575 |
| Capital Projects | \$ 1,077,000 |
| Total Government Activities Expenditures | \$ 2,121,409 |
| Business Type / Enterprise | \$ - |
| Total Government Activities & Business Expenditures | \$ 2,121,409 |

Expenditure Detail - Public Safety

| Account Number | | | | | Description | Current Budget | Change Inc (Dec) | Amended Budget |
|---|------|-----|------|----------|-------------------------------|----------------|--------------------|----------------|
| Fund | Dept | Div | Acct | Sub Acct | | | | |
| Public Safety | | | | | | | | |
| Operating | | | | | | | | |
| <u>Police Department-Administration</u> | | | | | | | | |
| 100 | 105 | 700 | 5220 | 320 | Vehicle Maintenance | \$ 28,000 | \$ (4,000) | \$ 24,000 |
| 100 | 105 | 700 | 5350 | 670 | Vehicle Replacement Charges | \$ 74,000 | \$ (6,100) | \$ 67,900 |
| Sub-total Police Department Administration | | | | | | | \$ (10,100) | |
| <u>Public Safety Station #21</u> | | | | | | | | |
| 100 | 150 | 141 | 5220 | 310 | Building Maintenance | \$ 40,000 | \$ 95,000 | \$ 135,000 |
| Sub-total Public Safety Station #21 | | | | | | | \$ 95,000 | |
| <u>Public Safety Station #17</u> | | | | | | | | |
| 100 | 150 | 142 | 5220 | 310 | Building Maintenance | \$ 40,000 | \$ 90,000 | \$ 130,000 |
| Sub-total Public Safety Station #17 | | | | | | | \$ 90,000 | |
| <u>Public Safety Station #18</u> | | | | | | | | |
| 100 | 150 | 143 | 5220 | 310 | Building Maintenance | \$ 40,000 | \$ 90,000 | \$ 130,000 |
| Sub-total Public Safety Station #18 | | | | | | | \$ 90,000 | |
| <u>Public Safety Station #19</u> | | | | | | | | |
| 100 | 150 | 144 | 5220 | 310 | Building Maintenance | \$ 42,000 | \$ 100,000 | \$ 142,000 |
| Sub-total Public Safety Station #19 | | | | | | | \$ 100,000 | |
| <u>Public Safety Station #22-Westside</u> | | | | | | | | |
| 100 | 150 | 170 | 5220 | 310 | Building Maintenance | \$ 22,000 | \$ 80,000 | \$ 102,000 |
| Sub-total Public Safety Station #22-Westside | | | | | | | \$ 80,000 | |
| <u>Westcom-Administration</u> | | | | | | | | |
| 120 | 120 | 700 | 5250 | 429 | Insurance Premiums | \$ 52,500 | \$ 3,000 | \$ 55,500 |
| Sub-total Westcom-Administration | | | | | | | \$ 3,000 | |
| Operating Total | | | | | | | \$ 447,900 | |
| Special Revenue | | | | | | | | |
| <u>Police Forfeited Funds-State</u> | | | | | | | | |
| 405 | 105 | 107 | 5400 | 750 | Misc. Equipment over \$5,000 | \$ - | \$ 100,000 | \$ 100,000 |
| Sub-total Police Forfeited Funds - State | | | | | | | \$ 100,000 | |
| <u>E911 Polk County</u> | | | | | | | | |
| 410 | 120 | 132 | 5200 | 215 | Training-Out of State | \$ - | \$ 10,000 | \$ 10,000 |
| 410 | 120 | 132 | 5250 | 460 | Contractual Services | \$ - | \$ 30,000 | \$ 30,000 |
| 410 | 120 | 132 | 5250 | 461 | Data Charges | \$ 50,000 | \$ 10,000 | \$ 60,000 |
| 410 | 120 | 132 | 5250 | 462 | Software Maintenance-Wireless | \$ 150,000 | \$ 9,234 | \$ 159,234 |
| 410 | 120 | 132 | 5300 | 630 | Utilities-Telephone | \$ - | \$ 12,000 | \$ 12,000 |
| 410 | 120 | 132 | 5400 | 713 | Equipment-Less than \$5,000 | \$ 22,552 | \$ (22,552) | \$ - |
| 410 | 120 | 132 | 5400 | 730 | CAD System Upgrade | \$ 400,000 | \$ (100,000) | \$ 300,000 |
| 410 | 120 | 132 | 5400 | 750 | Equipment-More than \$5000 | \$ - | \$ 122,552 | \$ 122,552 |
| Sub-total E911 Polk County | | | | | | | \$ 71,234 | |
| Special Revenue Total | | | | | | | \$ 171,234 | |
| Public Safety Total | | | | | | | \$ 619,134 | |

Expenditure Detail - Public Works

| Account Number | | | | | | Current Budget | Change Inc (Dec) | Amended Budget |
|---|------|-----|------|----------|-------------------------------------|----------------|--------------------|----------------|
| Fund | Dept | Div | Acct | Sub Acct | Description | | | |
| Public Works | | | | | | | | |
| Operating | | | | | | | | |
| <u>Public Works-Traffic Control & Safety</u> | | | | | | | | |
| 100 | 200 | 205 | 5250 | 440 | One-Call System Charges | \$ - | \$ 4,600 | \$ 4,600 |
| <u>Sub-total Traffic Control & Safety</u> | | | | | | | \$ 4,600 | |
| <u>Public Works-Community Compliance</u> | | | | | | | | |
| 100 | 200 | 209 | 5150 | 550 | Health/Medical Insurance | \$ 16,270 | \$ 18,180 | \$ 34,450 |
| 100 | 200 | 209 | 5150 | 560 | Dental Insurance | \$ 403 | \$ 380 | \$ 783 |
| 100 | 200 | 209 | 5150 | 570 | Life Insurance | \$ 80 | \$ 190 | \$ 270 |
| 100 | 200 | 209 | 5220 | 320 | Vehicle Maintenance | \$ - | \$ 4,000 | \$ 4,000 |
| 100 | 200 | 209 | 5350 | 670 | Vehicle Replacement Charges | \$ - | \$ 6,100 | \$ 6,100 |
| <u>Sub-total Community Compliance</u> | | | | | | | \$ 28,850 | |
| <u>Public Works -Engineering</u> | | | | | | | | |
| 100 | 200 | 210 | 5200 | 210 | Training-In State | \$ 2,600 | \$ (2,600) | \$ - |
| 100 | 200 | 210 | 5200 | 215 | Training-Out of State | \$ 5,100 | \$ (5,100) | \$ - |
| 100 | 200 | 210 | 5200 | 225 | Dues/Association Memberships | \$ 5,200 | \$ (5,200) | \$ - |
| 100 | 200 | 210 | 5200 | 230 | Subscriptions & Education Materials | \$ 450 | \$ (450) | \$ - |
| 100 | 200 | 210 | 5220 | 320 | Maintenance-Vehicle | \$ 12,500 | \$ (12,500) | \$ - |
| 100 | 200 | 210 | 5220 | 330 | Maintenance-Equipment | \$ 1,800 | \$ (1,800) | \$ - |
| 100 | 200 | 210 | 5220 | 360 | Maintenance-Computer | \$ 1,250 | \$ (1,250) | \$ - |
| 100 | 200 | 210 | 5230 | 500 | Supplies-Office | \$ 9,900 | \$ (9,900) | \$ - |
| 100 | 200 | 210 | 5230 | 501 | Supplies-Paper | \$ 2,000 | \$ (2,000) | \$ - |
| 100 | 200 | 210 | 5230 | 502 | Copier Use Fee | \$ 1,430 | \$ (1,430) | \$ - |
| 100 | 200 | 210 | 5230 | 503 | Supplies-Miscellaneous | \$ 200 | \$ (200) | \$ - |
| 100 | 200 | 210 | 5230 | 521 | Supplies-Archiving | \$ 1,750 | \$ (1,750) | \$ - |
| 100 | 200 | 210 | 5230 | 538 | Plats & Blueprints | \$ 5,500 | \$ (5,500) | \$ - |
| 100 | 200 | 210 | 5250 | 409 | Cellular/Data Service | \$ 850 | \$ (850) | \$ - |
| 100 | 200 | 210 | 5250 | 413 | Copier Lease | \$ 3,360 | \$ (3,360) | \$ - |
| 100 | 200 | 210 | 5250 | 440 | One-Call System Charges | \$ 4,600 | \$ (4,600) | \$ - |
| 100 | 200 | 210 | 5250 | 443 | Printing | \$ 13,000 | \$ (13,000) | \$ - |
| 100 | 200 | 210 | 5300 | 630 | Telephone | \$ 600 | \$ (600) | \$ - |
| 100 | 200 | 210 | 5350 | 670 | Vehicle Replacement Charges | \$ 10,500 | \$ (10,500) | \$ - |
| <u>Sub-total Public Works-Engineering</u> | | | | | | | \$ (82,590) | |
| <u>Public Works-Construction Inspection</u> | | | | | | | | |
| 100 | 200 | 215 | 5200 | 210 | Training-In State | \$ 5,100 | \$ (5,100) | \$ - |
| 100 | 200 | 215 | 5200 | 225 | Dues Associates/Memberships | \$ 200 | \$ (200) | \$ - |
| 100 | 200 | 215 | 5200 | 230 | Subscriptions & Education Materials | \$ 300 | \$ (300) | \$ - |
| 100 | 200 | 215 | 5220 | 320 | Vehicle Maintenance | \$ 20,500 | \$ (20,500) | \$ - |
| 100 | 200 | 215 | 5220 | 330 | Equipment Maintenance | \$ 1,050 | \$ (1,050) | \$ - |
| 100 | 200 | 215 | 5220 | 360 | Computer Maintenance | \$ 500 | \$ (500) | \$ - |
| 100 | 200 | 215 | 5230 | 500 | Supplies-Office | \$ 1,000 | \$ (1,000) | \$ - |
| 100 | 200 | 215 | 5230 | 503 | Supplies-Miscellaneous | \$ 3,000 | \$ (3,000) | \$ - |
| 100 | 200 | 215 | 5250 | 409 | Cellular/Data Service | \$ 3,400 | \$ (3,400) | \$ - |
| 100 | 200 | 215 | 5250 | 443 | Printing | \$ 300 | \$ (300) | \$ - |
| 100 | 200 | 215 | 5250 | 447 | Rent-Equipment | \$ 2,650 | \$ (2,650) | \$ - |
| 100 | 200 | 215 | 5250 | 451 | Testing-Soil/Concrete | \$ 400 | \$ (400) | \$ - |
| 100 | 200 | 215 | 5300 | 630 | Telephone | \$ 25 | \$ (25) | \$ - |
| 100 | 200 | 215 | 5350 | 670 | Vehicle Replacement Charges | \$ 25,200 | \$ (25,200) | \$ - |
| <u>Sub-total</u> | | | | | | | \$ (63,625) | |
| <u>Public Works-Operations</u> | | | | | | | | |
| 100 | 200 | 220 | 5350 | 670 | Vehicle Replacement Charges | \$ 10,500 | \$ 15,525 | \$ 26,025 |
| <u>Sub-total</u> | | | | | | | \$ 15,525 | |

Expenditure Detail - Public Works

| Account Number | | | | | | Current Budget | Change Inc (Dec) | Amended Budget |
|---|------|-----|------|----------|-------------------------------------|----------------|------------------|----------------|
| Fund | Dept | Div | Acct | Sub Acct | Description | | | |
| Public Works -Continued | | | | | | | | |
| <i>Public Works-Street Maintenance Improved</i> | | | | | | | | |
| 100 | 200 | 225 | 5120 | | Part-Time | \$ 23,000 | \$ 30,000 | \$ 53,000 |
| <i>Sub-total Public Works-Street Maintenance Improved</i> | | | | | | | \$ 30,000 | |
| <i>Public Works Administration</i> | | | | | | | | |
| 100 | 200 | 700 | 5200 | 210 | Training-In State | \$ 650 | \$ 1,000 | \$ 1,650 |
| 100 | 200 | 700 | 5200 | 215 | Training-In State | \$ 1,150 | \$ 4,000 | \$ 5,150 |
| 100 | 200 | 700 | 5200 | 225 | Dues Associations/Memberships | \$ 2,200 | \$ 4,000 | \$ 6,200 |
| 100 | 200 | 700 | 5200 | 230 | Subscriptions & Education Materials | \$ 250 | \$ 200 | \$ 450 |
| 100 | 200 | 700 | 5230 | 500 | Supplies-Office | \$ 850 | \$ 7,500 | \$ 8,350 |
| 100 | 200 | 700 | 5230 | 501 | Supplies Paper | \$ - | \$ 1,500 | \$ 1,500 |
| 100 | 200 | 700 | 5230 | 502 | Copier Use Fee | \$ - | \$ 1,430 | \$ 1,430 |
| 100 | 200 | 700 | 5230 | 503 | Supplies-Miscellaneous | \$ - | \$ 100 | \$ 100 |
| 100 | 200 | 700 | 5250 | 409 | Cellular/Data Service | \$ - | \$ 1,775 | \$ 1,775 |
| 100 | 200 | 700 | 5250 | 413 | Copier Lease | \$ - | \$ 3,360 | \$ 3,360 |
| 100 | 200 | 700 | 5250 | 443 | Contractual Services-Printing | \$ - | \$ 1,000 | \$ 1,000 |
| <i>Sub-total Public Works Administration</i> | | | | | | | \$ 25,865 | |
| <i>Engineering Services-Capital Improvements</i> | | | | | | | | |
| 100 | 250 | 292 | 5220 | 320 | Vehicle Maintenance | \$ - | \$ 6,250 | |
| 100 | 250 | 292 | 5350 | 670 | Vehicle Replacement Charges | \$ - | \$ 4,175 | \$ 4,175 |
| <i>Sub-total Engineering Services Capital Improvements</i> | | | | | | | \$ 10,425 | |
| <i>Engineering Services-Support Services</i> | | | | | | | | |
| 100 | 250 | 294 | 5220 | 320 | Vehicle Maintenance | | \$ 20,500 | |
| 100 | 250 | 294 | 5350 | 670 | Vehicle Replacement Charges | \$ - | \$ 16,000 | \$ 16,000 |
| <i>Sub-total Engineering Services Capital Improvements</i> | | | | | | | \$ 36,500 | |
| <i>Engineering Services-Traffic</i> | | | | | | | | |
| 100 | 250 | 298 | 5120 | | Part-Time | \$ 60,900 | \$ (30,000) | |
| <i>Sub-total Engineering Services Traffic</i> | | | | | | | \$ (30,000) | |
| <i>Engineering Services-Admin</i> | | | | | | | | |
| 100 | 250 | 700 | 5200 | 210 | Training-In State | \$ 17,750 | \$ 1,100 | \$ 18,850 |
| 100 | 250 | 700 | 5200 | 215 | Training-Out of State | \$ 6,500 | \$ 6,700 | \$ 13,200 |
| 100 | 250 | 700 | 5200 | 225 | Dues Associations/Memberships | \$ 6,400 | \$ 1,400 | \$ 7,800 |
| 100 | 250 | 700 | 5200 | 230 | Subscriptions & Education Materials | \$ 500 | \$ 550 | \$ 1,050 |
| 100 | 250 | 700 | 5220 | 320 | Vehicle Maintenance | \$ 3,000 | \$ 6,250 | \$ 9,250 |
| 100 | 250 | 700 | 5220 | 330 | Maintenance-Equipment | \$ 1,800 | \$ 2,850 | \$ 4,650 |
| 100 | 250 | 700 | 5220 | 360 | Maintenance-Computer | \$ 2,000 | \$ 1,750 | \$ 3,750 |
| 100 | 250 | 700 | 5230 | 500 | Supplies-Office | \$ 12,000 | \$ 3,400 | \$ 15,400 |
| 100 | 250 | 700 | 5230 | 501 | Supplies-Paper | \$ 2,100 | \$ 500 | \$ 2,600 |
| 100 | 250 | 700 | 5230 | 503 | Supplies-Miscellaneous | \$ - | \$ 3,100 | \$ 3,100 |
| 100 | 250 | 700 | 5230 | 521 | Supplies-Archiving | \$ 1,000 | \$ 1,750 | \$ 2,750 |
| 100 | 250 | 700 | 5230 | 538 | Supplies-Plats & Blueprints | \$ 5,000 | \$ 5,500 | \$ 10,500 |
| 100 | 250 | 700 | 5250 | 409 | Cellular/Data Service | \$ 600 | \$ 3,450 | \$ 4,050 |
| 100 | 250 | 700 | 5250 | 443 | Printing | \$ 2,000 | \$ 12,300 | \$ 14,300 |
| 100 | 250 | 700 | 5250 | 447 | Equipment Rental | \$ - | \$ 2,650 | \$ 2,650 |
| 100 | 250 | 700 | 5250 | 451 | Soil/Concrete Testing | \$ - | \$ 400 | \$ 400 |
| 100 | 250 | 700 | 5300 | 630 | Utilities-Telephone | \$ 300 | \$ 625 | \$ 925 |
| <i>Sub-total Engineering Services Admin</i> | | | | | | | \$ 54,275 | |
| Operating Total | | | | | | | \$ 29,825 | |
| Public Works Total | | | | | | | \$ 29,825 | |

Expenditure Detail- Culture Recreation

| Account Number | | | | | | Current Budget | Change Inc (Dec) | Amended Budget |
|--|------|-----|------|----------|-----------------------|----------------|------------------|----------------|
| Fund | Dept | Div | Acct | Sub Acct | Description | | | |
| Culture & Recreation | | | | | | | | |
| Operating | | | | | | | | |
| <u>Parks & Recreation-Administration</u> | | | | | | | | |
| 100 | 400 | 700 | 5250 | 409 | Cellular/Data Service | | \$ 500 | \$ 500 |
| Sub-total Parks & Recreation-Administration | | | | | | | \$ 500 | |
| <u>Library-Administration</u> | | | | | | | | |
| 100 | 480 | 700 | 5220 | 360 | Computer Maintenance | | \$ 5,500 | \$ 5,500 |
| 100 | 480 | 700 | 5250 | 409 | Cellular/Data Service | \$ - | \$ 875 | \$ 875 |
| Sub-total Library Administration | | | | | | | \$ 6,375 | |
| Operating Total | | | | | | | \$ 6,875 | |
| Culture & Recreation Total | | | | | | | \$ 6,875 | |

Expenditure Detail-General Government

| Account Number | | | | | | Current Budget | Change Inc (Dec) | Amended Budget |
|---|------|-----|------|----------|------------------------------------|----------------|-------------------|----------------|
| Fund | Dept | Div | Acct | Sub Acct | Description | | | |
| General Government | | | | | | | | |
| Operating | | | | | | | | |
| <u>City Manager's Office</u> | | | | | | | | |
| 100 | 600 | 610 | 5250 | 409 | Cellular/Data Service | \$ - | \$ 500 | \$ 500 |
| Sub-total City Managers's Office | | | | | | | \$ 500 | |
| <u>City Clerk</u> | | | | | | | | |
| 100 | 600 | 615 | 5100 | | Full-Time | \$ 67,600 | \$ 8,900 | \$ 76,500 |
| 100 | 600 | 615 | 5150 | 570 | Life Insurance | \$ 200 | \$ 25 | \$ 225 |
| 100 | 600 | 615 | 5160 | 610 | FICA | \$ 5,600 | \$ 650 | \$ 6,250 |
| 100 | 600 | 615 | 5160 | 620 | IPERS | \$ 6,930 | \$ 800 | \$ 7,730 |
| Sub-total City Clerk | | | | | | | \$ 10,375 | |
| <u>City Hall</u> | | | | | | | | |
| 100 | 600 | 630 | 5250 | 459 | Contracutal Services-Water Works | \$ 1,000 | \$ 9,000 | \$ 10,000 |
| Sub-total City Hall | | | | | | | \$ 9,000 | |
| <u>Finance</u> | | | | | | | | |
| 100 | 610 | 700 | 5250 | 460 | Contracutal Services-Miscellaneous | \$ 17,500 | \$ 20,000 | \$ 37,500 |
| 100 | 610 | 700 | 5400 | 705 | Equipment-Computer Software | \$ - | \$ 173,000 | \$ 173,000 |
| Sub-total Finance | | | | | | | \$ 193,000 | |
| <u>Legal</u> | | | | | | | | |
| 100 | 640 | 640 | 5250 | 409 | Cellular/Data Service | \$ - | \$ 500 | \$ 500 |
| Sub-total Legal | | | | | | | \$ 500 | |
| <u>Information Technology Services-Administration</u> | | | | | | | | |
| 100 | 650 | 700 | 5400 | 700 | Equipmnet-Computer Hardware | \$ - | \$ 150,600 | \$ 150,600 |
| Sub-total Information Technology Services-Administration | | | | | | | \$ 150,600 | |
| <u>Human Resources</u> | | | | | | | | |
| 100 | 670 | 670 | 5100 | | Full-Time | \$ 384,300 | \$ 3,500 | \$ 387,800 |
| 100 | 670 | 670 | 5160 | 610 | FICA | \$ 33,505 | \$ 275 | \$ 33,780 |
| 100 | 670 | 670 | 5160 | 620 | IPERS | \$ 41,431 | \$ 325 | \$ 41,756 |
| 100 | 670 | 670 | 5250 | 409 | Cellular/Data Service | \$ - | \$ 500 | \$ 500 |
| Sub-total Human Resources | | | | | | | \$ 4,600 | |
| <u>Insurance</u> | | | | | | | | |
| 150 | 000 | 000 | 5250 | 429 | Insurance Premiums | \$ 375,000 | \$ 20,000 | \$ 395,000 |
| Sub-total Insurance | | | | | | | \$ 20,000 | |
| Operating Total | | | | | | | \$ 388,575 | |
| General Government Total | | | | | | | \$ 388,575 | |

Capital Projects

| Account Number | | | | | | Current Budget | Change Inc (Dec) | Amended Budget |
|--|------|-----|------|----------|--------------|----------------|---------------------|----------------|
| Fund | Dept | Div | Type | Sub Acct | Description | | | |
| Capital Projects Funds | | | | | | | | |
| <u>Coachlight Drive - S 88th to S 91st</u> | | | | | | | | |
| 0510 024 2008 | | | | | | | | |
| 500 | 000 | 000 | 5250 | 490 | Construction | | \$ 525,000 | \$ - |
| <i>Sub-total Coachlight Drive - S 88th to S 91st</i> | | | | | | | \$ 525,000 | |
| <u>60th St and MCP Intersection Improvements</u> | | | | | | | | |
| 0510 051 2014 | | | | | | | | |
| 500 | 000 | 000 | 5250 | 490 | Construction | | \$ 202,000 | \$ - |
| <i>Sub-total S 60th and MCP Intersection Improvements</i> | | | | | | | \$ 202,000 | |
| <u>Human Services Improvements Phase 2</u> | | | | | | | | |
| 0770 001-0510 050 2015 | | | | | | | | |
| 500 | 000 | 000 | 5250 | 490 | Construction | | \$ 315,000 | \$ - |
| 500 | 000 | 000 | 5250 | 495 | Design | | \$ 35,000 | |
| <i>Sub-total Human Services Phase 2</i> | | | | | | | \$ 350,000 | |
| Capital Projects Funds Total | | | | | | | \$ 1,077,000 | |
| Capital Projects Total | | | | | | | \$ 1,077,000 | |

Business Type/Enterprise

| Account Number | | | | | | Current Budget | Change Inc (Dec) | Amended Budget |
|--------------------------------------|------|-----|------|-------------|-----------------------|-------------------|------------------|-------------------|
| Fund | Dept | Div | Acct | Sub Acct | Description | | | |
| Business Type | | | | | | | | |
| Vehicle Replacement Fund | | | | | | | | |
| 700 | 200 | 215 | 5500 | 774 | Vehicles Pickup Truck | \$ 58,000 | \$ (58,000) | \$ - |
| 700 | 250 | 294 | 5500 | 774 | Vehicles Pickup Truck | \$ - | \$ 58,000 | \$ 58,000 |
| Sub-total Storm Water Utility | | | | | | | \$ - | |
| Business Type Total | | | | | | | \$ - | |

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: August 8, 2016

ITEM: South Maple Grove Plat 16, Southeast corner of 98th Street and Wilson Drive – Subdivide property into 8 single family lots – Mid-America Real Estate Company – FP-003074-2016

RESOLUTION: Acceptance of Public Improvements and Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Mid-American Real Estate Co., requests approval of a Final Plat to subdivide property located at the southeast corner of 98th street and Wilson Drive (see Exhibit I - Location Map and Exhibit II – Final Plat) and approval and acceptance of public improvements.

The preliminary plat, South Maple Grove Plat 6, was approved by the City Council on March 10, 2008, with two outlots for future single family development. The current final plat will re-plat these outlots into eight single family lots. A bond was accepted in lieu of the construction of public sidewalk with the approval of the final plat for Maple Grove Plat 6 on June 2, 2008.

CITY COUNCIL SUBCOMMITTEE: The final plat was reviewed by the Subcommittee on May 17, 2016. The Subcommittee had no comments on the plat.

OUTSTANDING ISSUES: There are no outstanding issues.

As part of this approval, the City Council is approving and accepting the following:

- Public improvements associated with the re-construction of 98th Street adjacent to the plat, including storm sewer
- Bonds in lieu of installation of buffer landscaping
- Buffer park easement, the pedestrian easement, sanitary sewer easement, and an amended storm water facility maintenance agreement and covenant

COMPREHENSIVE PLAN CONSISTENCY: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve and release the Final Plat, South Maple Grove Plat 16, to subdivide property into eight single family lots and accept public improvements associated with the plat, subject to the applicant complying with all applicable City Code requirements.

Lead Staff Member: Kara V. Tragesser, AICP

STAFF REVIEWS:

| | |
|------------------------|--|
| Department Director | |
| Appropriations/Finance | |
| Legal | |
| Agenda Acceptance | |

PUBLICATION(S) (if applicable)

| | |
|--|-----|
| Published In | n/a |
| Date(s) Published | n/a |
| Letter sent to surrounding property owners | n/a |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|---|-----------------------------|--------------------------------|
| Committee | Development and Planning Subcommittee | | |
| Date Reviewed | May 17, 2016 | | |
| Recommendation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

ATTACHMENTS:

- Exhibit I  **Resolution: Approval and Release of Final Plat and Acceptance of Public Improvements**
- Exhibit II  **Location Map**
- Exhibit III  **Final Plat**

Prepared by: KTragesser, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, ACCEPTING PUBLIC IMPROVEMENTS ASSOCIATED WITH AND APPROVING AND RELEASING THE FINAL PLAT, SOUTH MAPLE GROVE PLAT 16 (FP-003074-2016) FOR THE PURPOSE OF PLATTING PROPERTY INTO EIGHT SINGLE FAMILY LOTS

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, Mid-America Real Estate Co., has requested approval for a Final Plat (FP-003074-0016) for that 2.443 acres located at the southeast corner of 98th Street and Wilson Drive for the purpose of subdividing the property into eight single family lots;

Legal Description

Outlot U and Outlot T, South Maple Grove Plat 6, an official plat now in and forming a part of the City of West Des Moines, Dallas County, Iowa

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which are made a part of this record and herein incorporated by reference;

WHEREAS, the West Des Moines Plan and Zoning Commission reviewed the Preliminary Plat for South Maple Grove Plat 6 and recommended approval on March 5, 2008;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for South Maple Grove Plat 6 that was reviewed and approved by the City Council on March 10, 2008;

WHEREAS, on August 8, 2016, this City Council held a duly-noticed meeting to consider the application for South Maple Grove Plat 16 Final Plat;

WHEREAS, the West Des Moines City Council accepts public improvements associated with the reconstruction of 98th Street, including storm sewer, adjacent to the plat and including all appurtenances associated with said improvements;

WHEREAS. The City Council accepts surety in lieu of installation of buffer landscaping;

WHEREAS, the City Council approves and accepts the buffer park easement, the pedestrian easement, the sanitary sewer easement, and an amended storm water facility maintenance agreement and covenant;

WHEREAS, the City Council approves and assigns the following addresses:

Lot 1: 9775 Wilson Street, Lot 2: 9750 Wilson Street or 1350 97th Street, Lot 3: 1344 97th Street, Lot 4: 1338 97th Street, Lot 5: 1332 97th Street, Lot 6: 1326 97th Street, Lot 7: 9704 Davis Drive, Lot 8: 9678 Davis Drive

WHEREAS, South Maple Grove Plat 16 is zoned South Maple Grove Planned Unit Development and meets all requirements of the City's Zoning Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, or as amended orally at the City Council meeting, are adopted.

SECTION 2. Final Plat, South Maple Grove Plat 16 is approved, subject to compliance with all the conditions in the staff report, including conditions added at the Hearing, if any, and attached hereto as Attachment "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

SECTION 3. The City Council accepts public improvements associated with the re-construction 98th Street and storm sewer adjacent to this plat;

SECTION 4. This resolution does release the South Maple Grove Plat 16 Final Plat for recordation. The City Council of West Des Moines directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on August 8, 2016, and Roll Call No. _____

C E R T I F I C A T E

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on August 8, 2016, among other proceedings, Roll Call No. _____ approved said plat on August 8, 2016, and released said Final Plat for recordation.

Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of August 2016.

Steven K. Gear, Mayor

ATTEST:

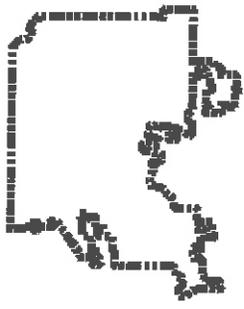
Ryan T. Jacobson
City Clerk

ATTACHMENT A
Conditions of Approval

1. That the applicant continue to work with MidAmerican Energy to locate public utility easements (PUEs) in the rear and side yards of the lots.



South Maple Grove Plat 16



Legend

□ Parcels



1:1,978



329.7 0 164.86 329.7 Feet

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

FINAL PLAT SOUTH MAPLE GROVE PLAT 16

West Des Moines, Iowa

OWNER/APPLICANT
HID-AMERICA REAL ESTATE CO.

1401 WEST 10TH STREET, SUITE 300
WEST DES MOINES, IOWA 50306
(515) 281-9600

ZONING
SOUTH MAPLE GROVE P.U.D.

UNDERLYING ZONING
RM-9 SINGLE FAMILY RESIDENTIAL

COMPREHENSIVE PLAN LAND USE
SINGLE FAMILY RESIDENTIAL (SF)

SETBACKS

FRONT - 30' (MAJOR)
REAR - 30' (MAJOR)
SIDE - 5' (LOTS 4, 7 AND 8)

* ANY PART OF STRUCTURE, INCLUDING CANTILEVERS, OVERHANGS OR PORCHES, SHALL BE ALLOWED TO BE ANY CLOSER THAN 5' TO A PROPERTY LINE.

LEGAL DESCRIPTION

OUTLOT V AND OUTLOT VI, SOUTH MAPLE GROVE PLAT 4, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

Said tract of land contains 2.448 acres more or less, and is being subject to A.M.T. and all easements of record.

SURVEYOR'S NOTES

1. ALL LOT CORNERS SHALL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT BOUNDARY HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 10,000.
2. THIS PLAT BOUNDARY HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 10,000.
3. BEARINGS AND DISTANCES ARE BASED ON THE PLAT BOUNDARY.
4. BEARINGS BASED ON SOUTH MAPLE GROVE PLAT 1.

LEGEND

- PLAT BOUNDARY
- SECTION CORNER
- POUND CORNER, AS NOTED
- IRON CORNER 1/8" I.D. 1/4" TELLON CAP BEARING
- I.P. IRON PIPE
- G.P. GALV. PIPE
- MEASURED DISTANCE
- PREVIOUSLY RECORDED DISTANCE
- ADDRESS
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- MINIMUM PROTECTION ELEVATION
- N.R. NOT RADIAL
- SPOT ELEVATION

CERTIFICATION

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Iowa, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner thereof, and that the same has been compared with the original survey and found to be correct. I have also compared the same with the original survey and found it to be correct. I have also compared the same with the original survey and found it to be correct. I have also compared the same with the original survey and found it to be correct.

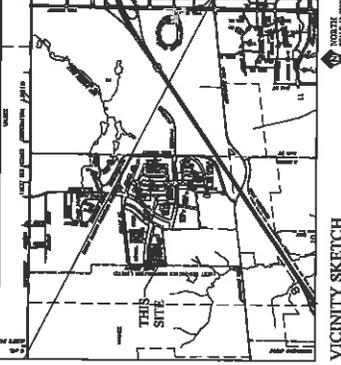
COOPER CRAWI
& ASSOCIATES, L.L.P.
CIVIL ENGINEERS

415 S. 50th STREET, SUITE 100, WEST DES MOINES, IOWA 50309
PHONE: (515) 281-1344 FAX: (515) 281-1345



DATE: 12/22/2011
BY: [Signature]
SCALE: 1"=40'
INITIALED: _____
APPROVED: _____
SOUTH MAPLE GROVE PLAT 16

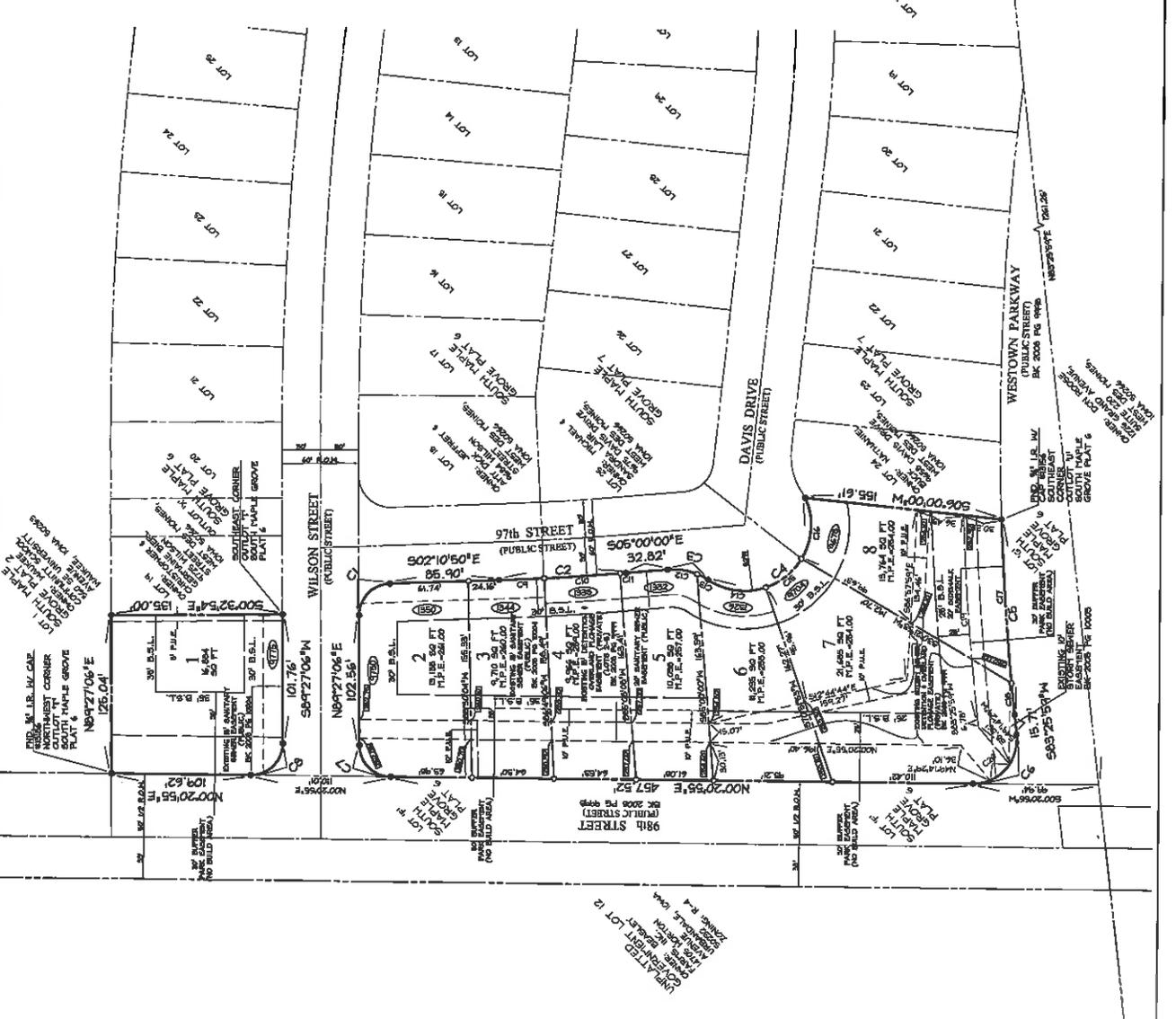
EXHIBIT III



NOTES

1. ALL PARCELS ARE SUBJECT TO LANDSCAPED BUFFER.
2. ALL SINGLE FAMILY LOTS SHALL COMPLY WITH RS-9 (AS APPLICABLE) SETBACKS AND SETBACKS SHALL BE DEVELOPED AS SHOWN ON THE MOST DES MOINES ZONING ORDINANCE.
3. ALL SINGLE FAMILY LOTS SHALL COMPLY WITH RS-9 (AS APPLICABLE) SETBACKS AND SETBACKS SHALL BE DEVELOPED AS SHOWN ON THE MOST DES MOINES ZONING ORDINANCE.
4. ALL SINGLE FAMILY LOTS SHALL COMPLY WITH RS-9 (AS APPLICABLE) SETBACKS AND SETBACKS SHALL BE DEVELOPED AS SHOWN ON THE MOST DES MOINES ZONING ORDINANCE.
5. THIS SITE IS WITHIN ZONE X (AREAS DETERMINED TO BE SUITABLE FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT). THE CITY OF WEST DES MOINES HAS DETERMINED THAT THIS SITE IS SUITABLE FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST DES MOINES PRIOR TO RECEIVING A BUILDING PERMIT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST DES MOINES PRIOR TO RECEIVING A BUILDING PERMIT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST DES MOINES PRIOR TO RECEIVING A BUILDING PERMIT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST DES MOINES PRIOR TO RECEIVING A BUILDING PERMIT.
10. NO LOT SHALL HAVE DRIVEWAY ACCESS TO MAIN STREET.

| CURVE DATA | RADIUS | LENGTH | TANGENT | CHORD | CHORD BEARINGS |
|------------|--------|--------|---------|-------|----------------|
| C1 | 85.00 | 25.00 | 34.64 | 34.64 | N45°00'00"E |
| C2 | 85.00 | 25.00 | 34.64 | 34.64 | S45°00'00"E |
| C3 | 85.00 | 25.00 | 34.64 | 34.64 | N45°00'00"E |
| C4 | 85.00 | 25.00 | 34.64 | 34.64 | S45°00'00"E |
| C5 | 85.00 | 25.00 | 34.64 | 34.64 | N45°00'00"E |
| C6 | 85.00 | 25.00 | 34.64 | 34.64 | S45°00'00"E |
| C7 | 85.00 | 25.00 | 34.64 | 34.64 | N45°00'00"E |
| C8 | 85.00 | 25.00 | 34.64 | 34.64 | S45°00'00"E |
| C9 | 85.00 | 25.00 | 34.64 | 34.64 | N45°00'00"E |
| C10 | 85.00 | 25.00 | 34.64 | 34.64 | S45°00'00"E |
| C11 | 85.00 | 25.00 | 34.64 | 34.64 | N45°00'00"E |
| C12 | 85.00 | 25.00 | 34.64 | 34.64 | S45°00'00"E |
| C13 | 85.00 | 25.00 | 34.64 | 34.64 | N45°00'00"E |
| C14 | 85.00 | 25.00 | 34.64 | 34.64 | S45°00'00"E |
| C15 | 85.00 | 25.00 | 34.64 | 34.64 | N45°00'00"E |
| C16 | 85.00 | 25.00 | 34.64 | 34.64 | S45°00'00"E |
| C17 | 85.00 | 25.00 | 34.64 | 34.64 | N45°00'00"E |
| C18 | 85.00 | 25.00 | 34.64 | 34.64 | S45°00'00"E |
| C19 | 85.00 | 25.00 | 34.64 | 34.64 | N45°00'00"E |
| C20 | 85.00 | 25.00 | 34.64 | 34.64 | S45°00'00"E |



7(b)

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: August 8, 2016

ITEM: Val-Gate, Southwest corner of Grand Avenue and 1st Street – Subdivide property into seven (7) lots and one (1) street lot for construction of a commercial development – First Street, LP – PP-002895-2015

RESOLUTION: Approval of Preliminary Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, First Street, LP, represented by Rick Baumhover with Bishop Engineering, is requesting approval of a Preliminary Plat for approximately 5.37 acres generally located at the Southwest corner of Grand Avenue and 1st Street. The applicant proposes to subdivide the property into seven (7) lots for construction of a commercial development and one (1) street lot (7' dedication of right-of-way along Grand Avenue).

Plan and Zoning Commission Action:

Vote: 7-0 approval

Date: August 1, 2016

Motion: Adopt a resolution recommending the City Council approve the Preliminary Plat request.

Plan and Zoning Commission Discussion: The applicant stated that he was not in agreement with condition #2 regarding the requirement that he submit a street light agreement related to the installation of street lights along Grand Avenue and 1st Street adjacent to the applicant's site at such time that overhead power is placed underground. The applicant feels that he should not be required to pay for future street lights, especially along 1st Street, which is a State highway. The Plan and Zoning Commission recommended approval with a revised condition #2, requiring that prior to approval and release for recordation of the Final Plat associated with the property, the applicant work with the City to resolve the question of applicability of the street light agreement, related to the installation of street lights along the streets adjacent to the applicant's site at such time that overhead power is placed underground when the subject street is also a state highway.

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions, except for condition #2 as described above. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning: November 19, 2015 & August 8, 2016*
- Staff Review and Comment
 - *Regional Storm Water Infrastructure Project*
 - *Access*
 - *Lot Sizes*
- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the Preliminary Plat to subdivide the property into seven (7) lots for commercial development and one (1) street lot to be dedicated to the City for right-of-way, subject to the applicant meeting all City Code requirements and the following:

1. The applicant receiving City Council approval of the associated Final Plat prior to issuance of any building permit for any lot within the subject plat, including the execution of the appropriate ingress/egress and cross parking agreement.
2. Prior to approval and release for recordation of the Final Plat associated with the property, the applicant shall work with the City to resolve the question of applicability of street light agreement which requires the Applicant

to install street lights along the streets adjacent to the applicant's site at such time that overhead power is placed underground when the subject street is also a state highway.

- Public improvements on the site shall be accepted by the City or surety provided for their completion prior to the approval and release for recordation of the Final Plat.

Lead Staff Member: Brian Portz, AICP **BP**

Staff Reviews:

| | |
|------------------------|------------|
| Department Director | ✓ |
| Appropriations/Finance | |
| Legal | |
| Agenda Acceptance | ATG |

PUBLICATION(S) (if applicable)

| | |
|--|--------------|
| Published In | Not required |
| Date(s) Published | |
| Letter sent to surrounding property owners | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|---|-----------------------------|--------------------------------|
| Committee | Development & Planning | | |
| Date Reviewed | November 19, 2015 & August 8, 2016 | | |
| Recommendation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Commission Resolution
 - Exhibit A - Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Preliminary Plat
- Exhibit II - City Council Resolution
 - Exhibit A - Conditions of Approval

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: August 1, 2016

Item: Val-Gate, Southwest corner of Grand Avenue and 1st Street – Subdivide property into seven (7) lots and one (1) street lot for construction of a commercial development – First Street, LP – PP-002895-2015

Requested Action: Approval of Preliminary Plat

Case Advisor: Brian S. Portz, AICP 

Applicant's Request: The applicant, First Street, LP, represented by Rick Baumhover with Bishop Engineering, is requesting approval of a Preliminary Plat for approximately 5.37 acres generally located at the Southwest corner of Grand Avenue and 1st Street. The applicant proposes to subdivide the property into seven (7) lots for construction of a commercial development and one (1) street lot (7' dedication of right-of-way along Grand Avenue).

History: The site is contained within the 1st Street Redevelopment PUD, which was approved in November of 2015. A Master Plan for the redevelopment of the property at the southwest corner of Grand Avenue and 1st Street was approved by the City Council on October 5, 2015. Also, in October of 2015, the City Council approved a site plan for the construction of a Dollar Tree store on the south side of the property. No further development can occur on the subject property until a preliminary and final plat are approved for the property.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on November 19, 2015 as an informational item and is also scheduled to be discussed at the August 8, 2016 meeting.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff would summarize the following key points of interest:

- **Regional Storm Water Infrastructure Project:** As part of the Grand Avenue Redevelopment Stormwater project, it is anticipated that a storm water structure will be installed across the western and southern portion of the 1st Street Redevelopment PUD Area. It is undermined at this time when the construction of this will begin.
- **Access:** As proposed, Lots 3 & 5 will not have direct access to an adjacent public street. As a part of the Val-Gate final plat approval, an ingress/egress and cross parking easement will be executed to allow all the lots cross access between the parking lots and allow Lots 3 & 5 access to access to 1st Street.
- **Lot Sizes:** The proposed lot sizes within this plat will not meet the lot sizes required on a Community Commercial (CMC) zoned property as required by the current bulk density requirements of the Zoning Code, however, the smaller lot sizes as proposed are enabled by the 1st Street Redevelopment PUD that governs development of the site.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding

has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.

2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.
4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Preliminary Plat to create seven (7) lots for commercial development one (1) street lot to be dedicated to the City as right-of-way, subject to the applicant meeting all City Code requirements and the following:

1. The applicant receiving City Council approval of the associated Final Plat prior to issuance of any building permit for any lot within the subject plat, including the execution of the appropriate ingress/egress and cross parking agreement.
2. Prior to approval and release for recordation of the Final Plat associated with the property, the applicant shall submit the required street light agreement which requires the Applicant to install street lights along Grand Avenue and 1st Street adjacent to the applicant's site at such time that overhead power is placed underground.
3. Public improvements on the site shall be accepted by the City or surety provided for their completion prior to the approval and release for recordation of the Final Plat.

Owner/Applicant

First Street, LP
John Mandelbaum
4500 Westown Parkway
West Des Moines, IA 50266
john@mandelbaumproperties.com
515-222-6200

Applicant Representative:

Bishop Engineering
Rick Baumhover
3501 104th Street
Urbandale, IA 50322
rbaumhover@bishopengr.com
515-276-0467

Attachments:

- Attachment A - Plan & Zoning Commission Resolution
 - Exhibit A - Conditions of Approval
- Attachment B - Location Map
- Attachment C - Preliminary Plat

RESOLUTION NO. PZC-16-046

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A PRELIMINARY PLAT TO SUBDIVIDE PROPERTY INTO 7 LOTS FOR COMMERCIAL DEVELOPMENT, AND 1 STREET LOT FOR DEDICATION OF RIGHT-OF-WAY

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, First Street, LP, has requested approval for a Preliminary Plat (PP-002895-2015) to create seven (7) lots for commercial development and one (1) street lot for dedication of right-of-way on a 5.37 acre site generally located on the southwest corner of Grand Avenue and 1st Street;

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

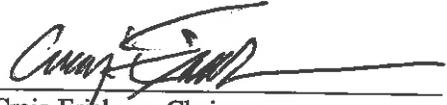
WHEREAS, on August 1, 2016, this Commission held a duly-noticed public meeting to consider the application for Val-Gate Preliminary Plat (PP-002895-2015);

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

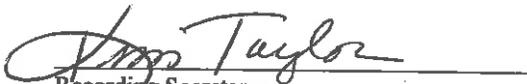
SECTION 1. The findings, for approval, in the staff report or as amended orally at the Plan and Zoning Commission meeting are adopted.

SECTION 2. The Preliminary Plat (PP-002895-2015) to subdivide the property into seven (7) lots for commercial development and one (1) street lot for dedication of right-of-way, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report dated August 1, 2016 including conditions added at the meeting, and attached hereto as Exhibit "A." Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on August 1, 2016.


 Craig Erickson, Chairperson
 Plan and Zoning Commission

ATTEST:


 Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on August 1, 2016, by the following vote:

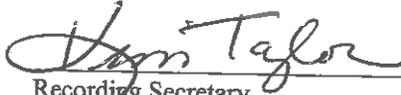
AYES: Andersen, Brown, Costa, Crowley, Erickson, Hatfield, Southworth
 NAYS: -0-
 ABSTENTIONS: -0-
 ABSENT: -0-

ATTEST:


 Recording Secretary

PASSED AND ADOPTED on August 1, 2016.


Craig Erickson, Chair
Plan and Zoning Commission


Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on August 1, 2016, by the following vote:

AYES: Andersen, Brown, Crowley, Erickson, Hatfield, Southworth

NAYS: -0-

ABSTENTIONS: Costa

ABSENT: -0-

ATTEST:

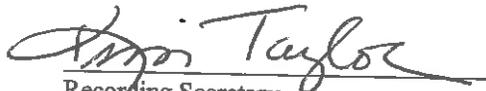
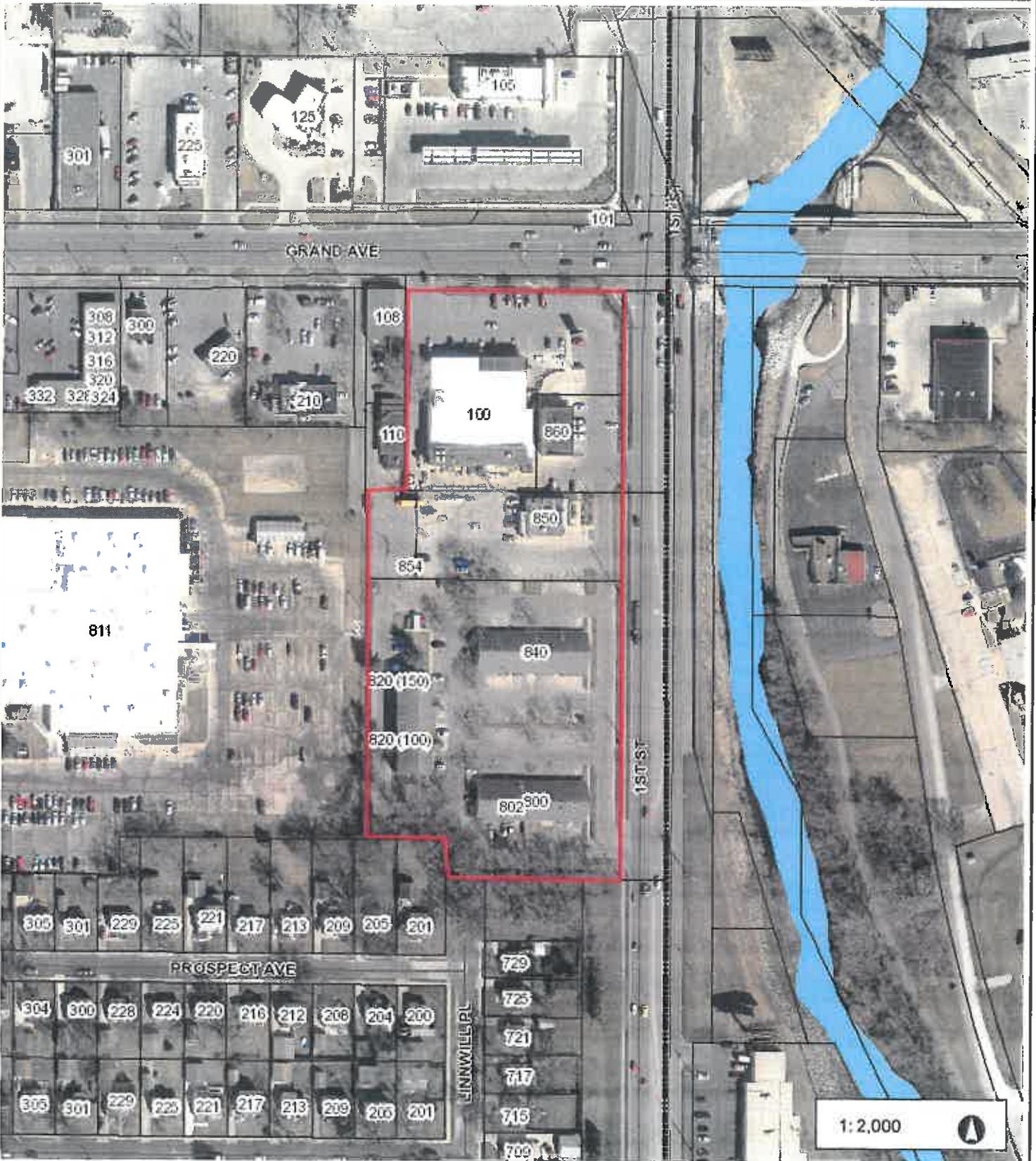

Recording Secretary

EXHIBIT A
CONDITIONS OF APPROVAL

1. The applicant receiving City Council approval of the associated Final Plat prior to issuance of any building permit for any lot within the subject plat, including the execution of the appropriate ingress/egress and cross parking agreement.
2. Prior to approval and release for recordation of the Final Plat associated with the property, the applicant shall work with the City to resolve the question of applicability of street light agreement which requires the Applicant to install street lights along the streets adjacent to the applicant's site at such time that overhead power is placed underground when the subject street is also a state highway.
3. Public improvements on the site shall be accepted by the City or surety provided for their completion prior to the approval and release for recordation of the Final Plat.



1: 2,000 

333.3 0 166.67 333.3 Feet

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
© City of West Des Moines, Iowa

THIS MAP IS NOT TO BE USED FOR NAVIGATION

VAL-GATE PRELIMINARY PLAT

- LEGEND:**
- SAN - SANITARY SEWER
 - ST - STORM SEWER
 - W - WATER LINE
 - G - GAS LINE
 - U/E - UNDERGROUND ELECTRIC
 - O/E - OVERHEAD ELECTRIC
 - TEL - TELEPHONE LINE
 - FO - FIBER OPTIC
 - CATV - CABLE TV
 - ⊕ - STORM MANHOLE
 - ⊕ - CURB INTAKE
 - ⊕ - SURFACE INTAKE
 - ⊕ - FLARED END SECTION
 - ⊕ - SANITARY MANHOLE
 - ⊕ - CLEANOUT
 - ⊕ - FIRE HYDRANT
 - ⊕ - SPRINKLER
 - ⊕ - IRRIGATION CONTROL VALVE
 - ⊕ - WATER MANHOLE
 - ⊕ - WELL
 - ⊕ - WATER VALVE
 - ⊕ - WATER SHUT OFF
 - ⊕ - YARD HYDRANT
 - ⊕ - ELECTRIC MANHOLE
 - ⊕ - ELECTRIC METER
 - ⊕ - ELECTRIC RISER
 - ⊕ - ELECTRIC VAULT
 - ⊕ - POWER POLE
 - ⊕ - TRANSFORMER POLE
 - ⊕ - LIGHT POLE
 - ⊕ - ELECTRIC JUNCTION BOX
 - ⊕ - ELECTRIC PANEL
 - ⊕ - TRANSFORMER
 - ⊕ - GROUND LIGHT
 - ⊕ - GUY WIRE
 - ⊕ - ELECTRIC HANDHOLE
 - ⊕ - GAS METER
 - ⊕ - GAS VALVE
 - ⊕ - AIR CONDITIONING UNIT
 - ⊕ - TELEPHONE RISER
 - ⊕ - TELEPHONE VAULT
 - ⊕ - TELEPHONE MANHOLE
 - ⊕ - TRAFFIC SIGNAL MANHOLE
 - ⊕ - FIBER OPTIC RISER
 - ⊕ - FIBER OPTIC FAULT
 - ⊕ - CABLE TV RISER
 - ⊕ - SIGN
 - ⊕ - DENOTES NUMBER OF PARKING STALLS
 - ⊕ - PROPERTY CORNER - FOUND AS NOTED
 - ⊕ - PROPERTY CORNER - PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #12386
 - ⊕ - SECTION CORNER - FOUND AS NOTED
 - ## - STREET ADDRESS

- ABBREVIATIONS:**
- AC - ACRES
 - ASPH - ASPHALT
 - BK - BOOK
 - CONC - CONCRETE
 - EX - EXISTING
 - ENCL - ENCLOSURE
 - FF - FINISHED FLOOR
 - FL - FLOW LINE
 - INV - INVERT
 - MH - MANHOLE
 - PG - PAGE
 - POB - POINT OF BEGINNING
 - POC - POINT OF COMMENCEMENT
 - PREV - PREVIOUSLY RECORDED AS
 - PUE - PUBLIC UTILITY EASEMENT
 - ROW - RIGHT OF WAY
 - SF - SQUARE FEET
 - SAN - SANITARY
 - TYP - TYPICAL
 - YPC - YELLOW PLASTIC CAP
 - N - NORTH
 - S - SOUTH
 - E - EAST
 - W - WEST

GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS AND ANY AND ALL CITY/COUNTY SUPPLEMENTAL SPECIFICATIONS. THE CITY OF WEST DES MOINES MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
2. IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT D.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
5. ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
6. BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
7. THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
8. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
9. LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
10. SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
11. THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
12. THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF WEST DES MOINES.
13. GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
14. THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
15. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED INTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
16. DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.
17. ALL CONSTRUCTION WITHIN PUBLIC R.O.W. EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATION FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS, AND WDM ADDENDUMS.
18. AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W. EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREET, THE CONTRACTOR SHALL CONTACT THE WDM CONSTRUCTION DIVISION (CLINT CARPENTER 223-3480) TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY. IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.

PLATTING NOTE:

1. INGRESS/EGRESS CROSS ACCESS EASEMENTS WILL BE DEDICATED WITH FINAL PLAT FOR BENEFIT OF ALL LOTS.
2. LOT "A" IS A NON-BUILDABLE LOT AND WILL BE DEDICATED AS RIGHT-OF-WAY.

BENCHMARKS:

City BM #49
Intersection of 4th Street and Vine Street, Northeast corner of Intersection, 60 feet East of the centerline of 4th Street, 60 feet North of the centerline of Vine Street.
WDM Datum Elev = 38.35

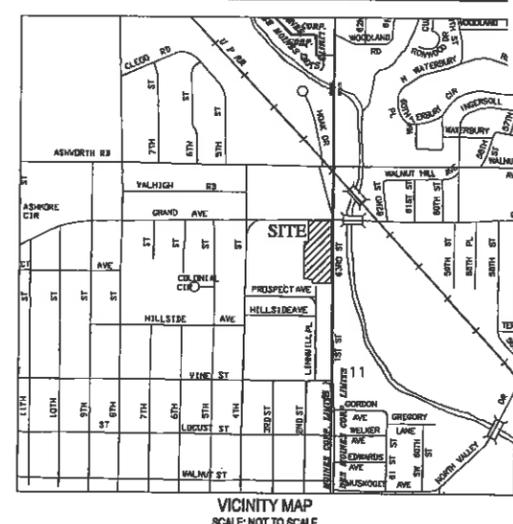
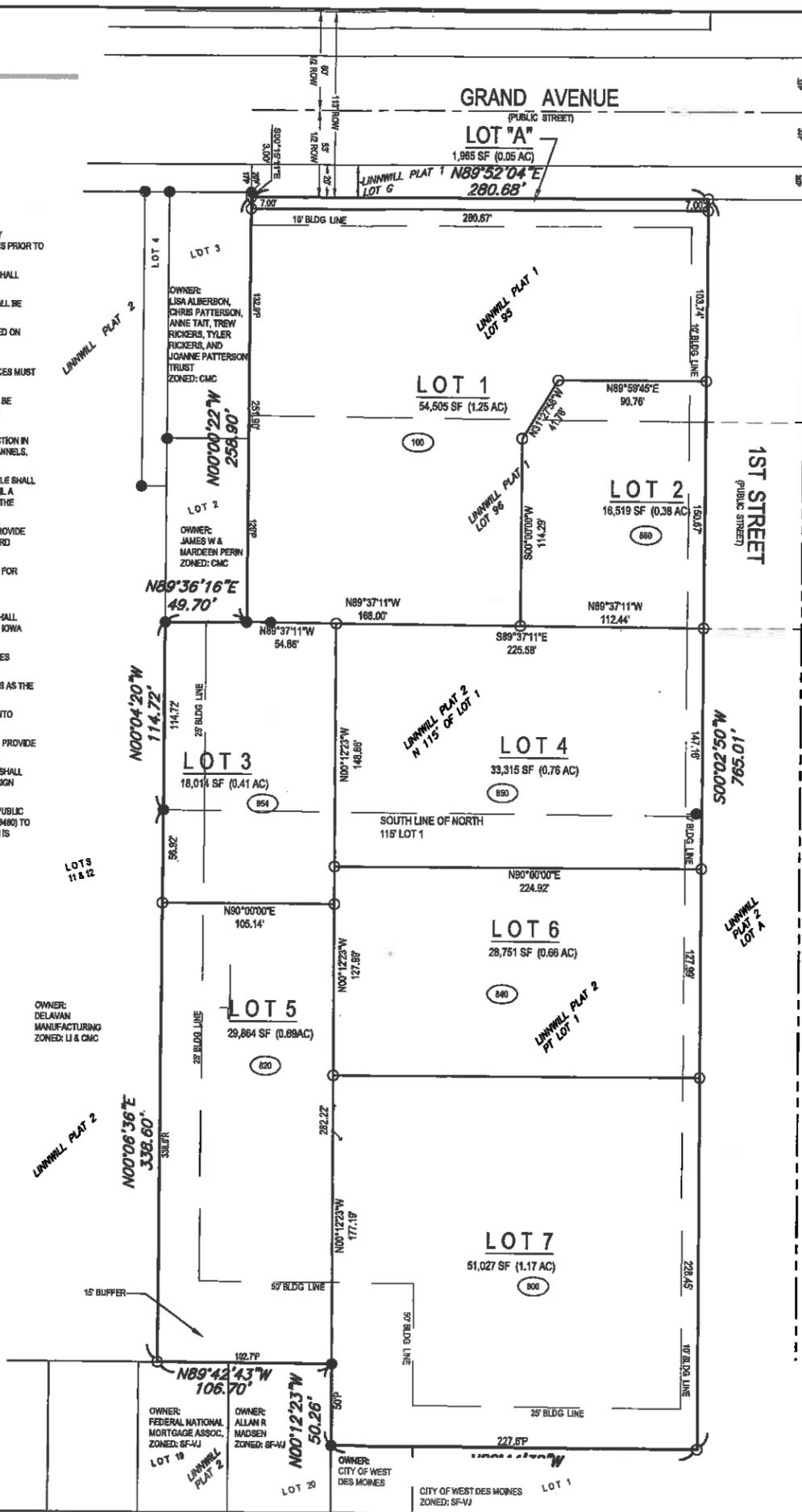
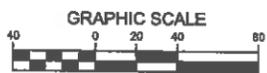
City BM #79
Intersection of 8th Street and Astorwood Road, Northwest corner of Intersection, 90.5 feet West of the centerline of 8th Street, 32.3 feet North of centerline of Astorwood Road, between sidewalk and back of curb, 2.7 feet North of back of curb.
WDM Datum = 108.07

FLOOD CERTIFICATION:

THIS PROPERTY IS LOCATED IN ZONE X, AREAS PROTECTED BY LEVEES FROM 1% ANNUAL FLOOD CHANCE, ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP COMMUNITY PLAN No. 188231 001C WITH AN EFFECTIVE DATE OF FEBRUARY 16, 2006.

UTILITY NOTE:

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.



PROPERTY DESCRIPTION:
Lots 95 and 96 of Linnwell Plat 1, an Official Plat in the City of West Des Moines, Polk County, IA, except for the east 60' feet;
AND
Lot 1 of Linnwell Plat 2, an Official Plat in the City of West Des Moines, Polk County, IA.
Containing approximately 5.37 acres.

OWNER/APPLICANT:
FIRST STREET LP
4800 WESTOWN PKWY, SUITE 115
WEST DES MOINES, IOWA 50266
c/o John Mandelbaum 515-222-6201

COMPREHENSIVE PLAN LAND USE:
COMMUNITY COMMERCIAL DISTRICT - CMC

ZONING:
1st STREET REDEVELOPMENT PUD, UNDERLYING ZONING OF COMMUNITY COMMERCIAL (CMC)

BUILDING SETBACKS: (See PUD)
PUBLIC STREET = 10'
SIDE REAR YARD = 25';
6' ADJACENT TO RESIDENTIAL;
0' ADJACENT TO SAME ZONING
PRIVATE DRIVE = 10' (EXCEPT LOT 7 SHALL BE CLOSER UNTIL SOUTH ACCESS IS RELOCATED)

BUFFERS:
SOUTH: 15' ALONG SOUTH PUD BOUNDARY AFTER SOUTH ACCESS HAS BEEN RELOCATED.
REQUIRED LANDSCAPING IN 10' BUFFER SHALL BE EQUIVALENT TO THE AMOUNT OF TREES AND SHRUBS REQUIRED IN 50' BUFFER.
WEST: NONE
NORTH & EAST: NONE, BUT STREETSCAPE IS REQUIRED

- SHEET INDEX:**
- 1 LOT DIMENSION PLAN
 - 2 EXISTING SITE CONDITIONS
 - 3 PROPOSED SITE CONDITIONS
 - 4 UTILITY PLAN
 - 5 EASEMENTS

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515) 276-0467 Fax: (515) 276-0277
Civil Engineering & Land Surveying
Established 1959

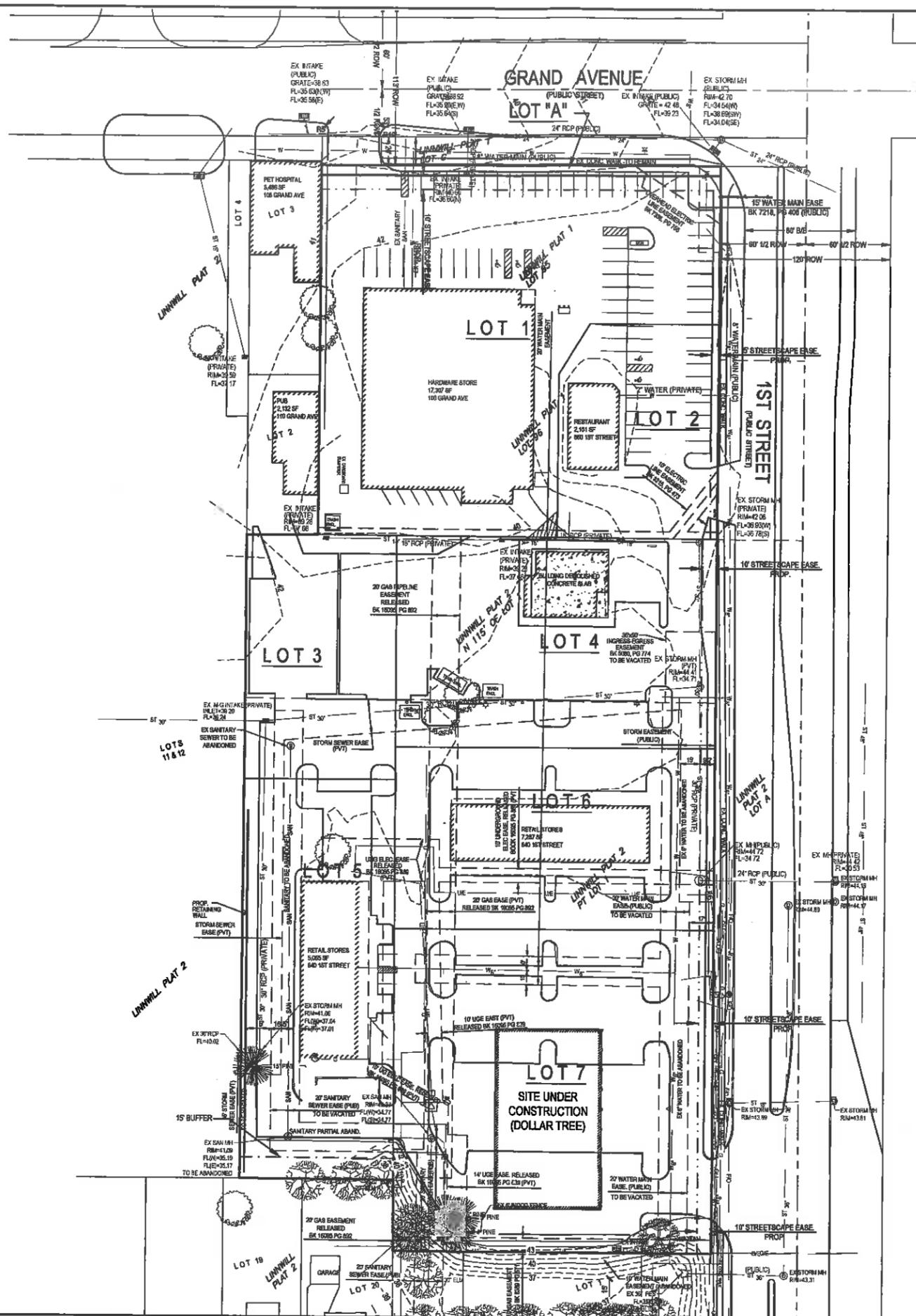
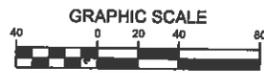
**VAL-GATE
PRELIMINARY PLAT**

LOT DIMENSION PLAN

| | |
|-------------------|--------|
| REFERENCE NUMBER: | 150120 |
| DRAWN BY: | |
| CHECKED BY: | |
| REVISION DATE: | |
| PROJECT NUMBER: | 140154 |
| SHEET NUMBER: | 1 OF 5 |

PRELIMINARY - NOT FOR CONSTRUCTION

7/20/2016 8:27:21 PM K:\LAND PROJECTS\2016\140154\DWG\PP2 SITE PLAN EX.CWG



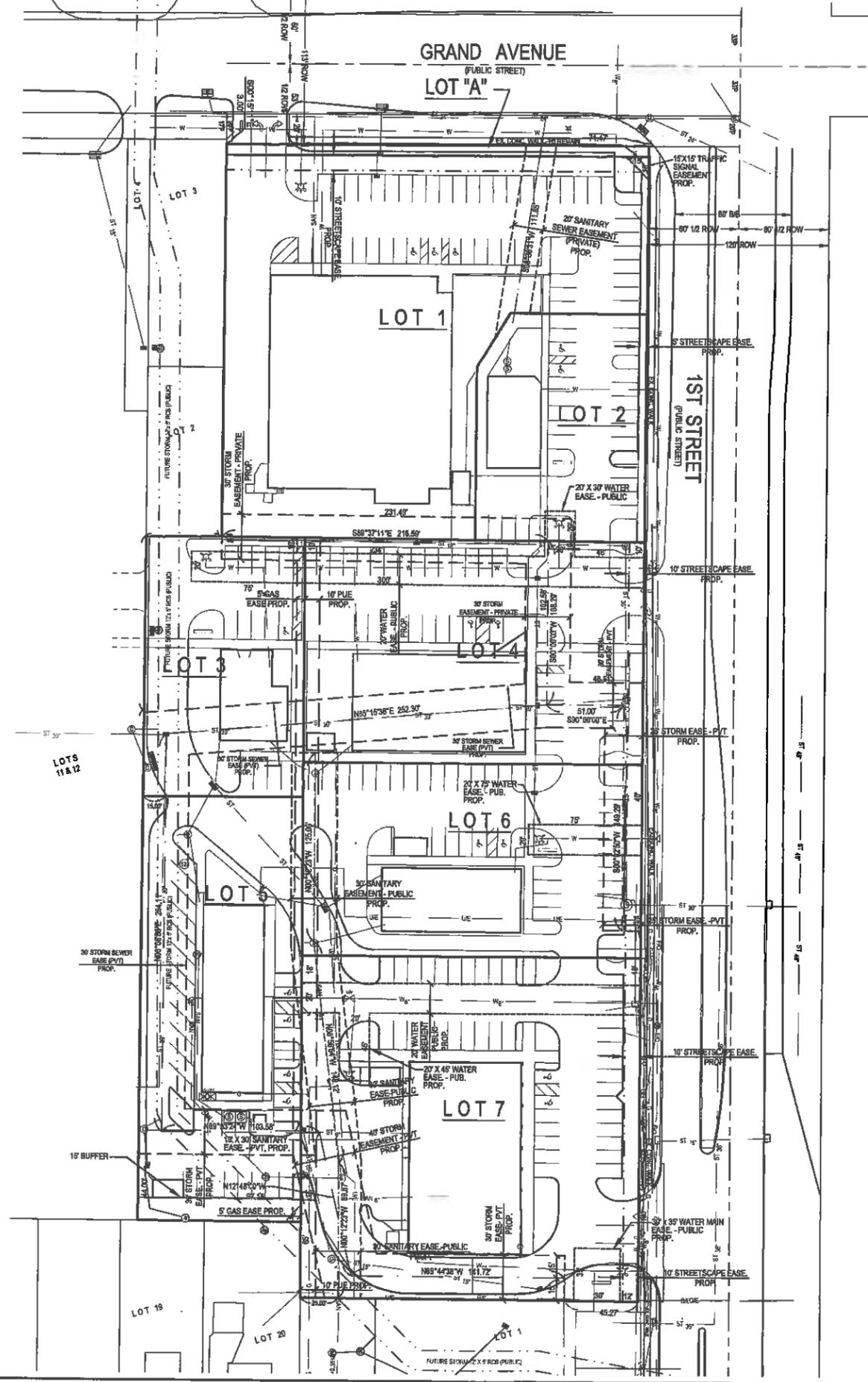
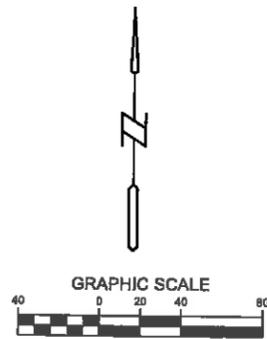
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 Des Moines, Iowa 50322-3825
 Phone: (515) 276-0467 Fax: (515) 276-0217
 Civil Engineering & Land Surveying
 Established 1959

**VAL-GATE
 PRELIMINARY PLAT
 EXISTING SITE CONDITIONS**

| | |
|-------------------|--------|
| REFERENCE NUMBER: | 150120 |
| DRAWN BY: | |
| CHECKED BY: | |
| REVISION DATE: | |
| PROJECT NUMBER: | 140154 |
| SHEET NUMBER: | 2 OF 5 |

PRELIMINARY - NOT FOR CONSTRUCTION

7/20/2016 8:08AM PM I:\LAND PROJECTS 2014\140154\DWG\PPPE EASEMENTS.DWG



EASEMENT NOTE:

1. THE EASEMENTS SHOWN CONTAIN NEW, REVISED, AND/OR EXISTING EASEMENTS THAT ARE TO REMAIN IN EFFECT, SUPERSEDING ANY PREVIOUS EASEMENTS RECORDED OR UNRECORDED AND NOT SHOWN.
2. ALL EXISTING WATER MAIN, SANITARY SEWER, AND STORM SEWER EASEMENTS NOT SHOWN SHALL BE TERMINATED.
3. FOR LOCATION OF EXISTING EASEMENTS SEE SHEET 2 - 'EXISTING CONDITIONS'.

BUFFERS:

SOUTH: 15' ALONG SOUTH PUD BOUNDARY AFTER SOUTH ACCESS HAS BEEN RELOCATED.
 REQUIRED LANDSCAPING IN 15' BUFFER SHALL BE EQUIVALENT TO THE AMOUNT OF TREES AND SHRUBS REQUIRED IN 30' BUFFER.

WEST: NONE
 NORTH & EAST: NONE, BUT STREETScape IS REQUIRED

Bishop Engineering
 "Planning Your Successful Development"
 3501 104th Street
 Des Moines, Iowa 50322-3825
 Phone: (515)276-9467 Fax: (515)276-0217
 Civil Engineering & Land Surveying
 Established 1959

VAL-GATE
 PRELIMINARY PLAT
 EASEMENT LAYOUT

| | |
|-------------------|--------|
| REFERENCE NUMBER: | 15012D |
| DRAWN BY: | |
| CHECKED BY: | |
| REVISION DATE: | |
| PROJECT NUMBER: | 140154 |
| SHEET NUMBER: | 5 OF 5 |

Prepared by: B. Portz, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE VAL-GATE PRELIMINARY PLAT (PP-002895-2015) TO SUBDIVIDE THE PROPERTY INTO 7 LOTS FOR COMMERCIAL DEVELOPMENT AND 1 STREET LOT

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations, and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, First Street, LP, has requested approval of a Preliminary Plat (PP-002895-2015) to create seven (7) lots for commercial development and one (1) street lot for future dedication to the City for right-of-way on a 5.37 acre site generally located on the southwest corner of Grand Avenue and 1st Street and legally described as follows;

Legal Description of Property

LOTS 95 AND 96 OF LINNWILL PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IA, EXCEPT FOR THE EAST 60' FEET;

AND

LOT 1 OF LINNWILL PLAT 2, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IA, CONTAINING APPROXIMATELY 5.37 ACRES.

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on August 1, 2016, the Plan and Zoning Commission did recommend to the City Council approval of the Val-Gate Preliminary Plat (PP-002895-2015);

WHEREAS, on, August 8, 2016, this City Council held a duly-noticed meeting to consider the application for Val-Gate Preliminary Plat (PP-002895-2015);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The finding of consistency with the Comprehensive Plan as stated in the staff report, dated August 8, 2016 or as amended orally at the City Council meeting of August 8, 2016, are adopted.

SECTION 2. Preliminary Plat (PP-002895-2015) to subdivide the property into seven (7) lots for commercial development and one (1) street lot for dedication of right-of-way is approved, subject to compliance with all the conditions in the staff report, dated August 8, 2016, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on August 8, 2016.

Steven K. Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on August 8, 2016, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

EXHIBIT A
CONDITIONS OF APPROVAL

1. The applicant receiving City Council approval of the associated Final Plat prior to issuance of any building permit for any lot within the subject plat, including the execution of the appropriate ingress/egress and cross parking agreement.
2. Prior to approval and release for recordation of the Final Plat associated with the property, the applicant shall work with the City to resolve the question of applicability of street light agreement which requires the Applicant to install street lights along the streets adjacent to the applicant's site at such time that overhead power is placed underground when the subject street is also a state highway.
3. Public improvements on the site shall be accepted by the City or surety provided for their completion prior to the approval and release for recordation of the Final Plat.

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: August 8, 2016

ITEM: 820 1st Street – Approval of an approximately 5,100 sq. ft. retail building – First Street, LP – SP-003083-2016

RESOLUTION: Approval of Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, First Street, LP, represented by Jamie Malloy of Studio Melee, requests approval of a site plan to construct an approximately 5,100 sq. ft. retail building and associated site improvements on that property located at 820 1st Street. The applicant has demolished an existing building on the site down to the slab and is intending to construct a new building on top of the existing foundation and slab. It is intended that this building will house the Christal's retail business (that is currently located at 840 1st Street) and a possible drinking establishment/restaurant in the future. If to be implemented, the drinking establishment will need to be presented to the Board of Adjustment for approval.

Plan and Zoning Commission Action:

Vote: 7-0 approval

Date: August 1, 2016

Motion: Adopt a resolution recommending the City Council approve the Site Plan Request

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - *Development & Planning: 5/16/2016*
- Staff Review and Comment
 - *Regional Storm Water Infrastructure Project*
 - *Parking*
 - *Building Design*
 - *Access*
 - *Buffer Park Landscaping Deferral*
- Comprehensive Plan Consistency
- Findings
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve 820 1st Street Site Plan to allow the construction of an approximately 5,100sf retail building and related site improvements, subject to the applicant meeting all City Code requirements and the following conditions of approval:

1. The City Council granting a deferral for the installation of the trees and shrubs required of a 30' buffer park and a 6' solid fence along the south side of the site until such time that the proposed storm water infrastructure within the subject area along the south portion of the site is installed; and,
2. Site plan approval is contingent upon approval of the Val-Gate Preliminary and Final Plat. Upon approval of the Val-Gate Preliminary Plat, site grading and public utility installation may occur on the site. Building construction cannot occur on the site until City Council approval of the Val-Gate Final Plat, including the execution of the appropriate ingress/egress and cross parking agreement; and,

3. The applicant submitting an interim parking plan for the 820 1st Street building and the overall 1st Street Redevelopment PUD demonstrating adequate parking facilities are available while construction of the different projects are occurring on the site. Based on the actual number of parking spaces available, occupancy of the remaining portion of the 820 1st Street building (not housed by Christal's) may be limited.

Lead Staff Member: Brian S. Portz, AICP *BP*

Staff Reviews:

| | |
|------------------------|------------|
| Department Director | <i>BP</i> |
| Appropriations/Finance | <i>BP</i> |
| Legal | |
| Agenda Acceptance | <i>RTG</i> |

| PUBLICATION(S) (if applicable) | | SUBCOMMITTEE REVIEW (if applicable) | | |
|--|--------------|-------------------------------------|---|--|
| Published In | not required | Committee | Development & Planning | |
| Date(s) Published | N/A | Date Reviewed | 5/16/2016 | |
| Letter sent to surrounding property owners | | Recommendation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> Split <input type="checkbox"/> |

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
 - Attachment A - Commission Resolution
 - Exhibit A - Conditions of Approval
 - Attachment B - Location Map
 - Attachment C - Site Plans
 - Attachment D - Building Elevations
- Exhibit II - City Council Resolution
 - Exhibit A - Conditions of Approval

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: August 1, 2016

Item: 820 1st Street – Approval of an approximately 5,100 sq. ft. retail building – First Street, LP – SP-003083-2016

Requested Action: Approval of Site Plan

Case Advisor: Brian S. Portz, AICP *BP*

Applicant's Request: The applicant, First Street, LP, represented by Jamie Malloy of Studio Melee, requests approval of a site plan to construct an approximately 5,100 sq. ft. retail building and associated site improvements on that property located at 820 1st Street. The applicant has demolished an existing building on the site down to the slab and is intending to construct a new building on top of the existing foundation and slab. It is intended that this building will house the Christal's retail business (that is currently located at 840 1st Street) and a possible drinking establishment/restaurant in the future. If to be implemented, the drinking establishment will need to be presented to the Board of Adjustment for approval.

History: The parcel is part of the proposed 1st Street Redevelopment PUD which was approved in November of 2015. A Master Plan for the redevelopment of the property at the southwest corner of Grand Avenue and 1st Street was approved by the City Council on October 5, 2015. The building that was recently demolished on the site was constructed in 1979.

City Council Subcommittee: This project was presented to the Development and Planning City Council Subcommittee on May 16, 2016. The Subcommittee was supportive of the project.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff would note the following:

- **Regional Storm Water Infrastructure Project:** As part of the Grand Avenue Redevelopment Stormwater project, it is anticipated that a storm water structure will be installed across the western and southern portion of the 1st Street Redevelopment PUD Area. The structure will be located just to the west and south of the building at 820 1st Street.
- **Parking:** The timing of the storm water project may necessitate that the parking area on the west and south sides of the building not be constructed until after the storm water infrastructure has been installed. This would leave just the parking spaces on the east side of the building to directly serve this building. Other proposed development within the PUD could also negatively impact the available parking on the site. Staff has discussed with the applicant the need to provide an interim parking plan while the different construction project are occurring on the site. Based on the actual parking spaces available, the occupancy of the remainder of the building (not housed by Crystal's) may need to be limited. Staff has included a condition of approval addressing this issue.
- **Building Design:** Staff has been working with the Applicant to develop architectural designs which capture the design intent of the Val-Gate District. The proposed design for the building is included as Attachment 'D'. The building is of a mid-century modern design with a mix of store front glass and wood finish siding on the front. Horizontal cement fiber siding on the sides and rear repeat the pattern and color of the architectural concrete masonry units utilized on the adjacent Dollar Tree store. A soaring roof with a pronounced front overhang and projected roof signage echo elements typical of the mid-century time period. The wood siding along the store front and underside of the roof with the vertical accent lighting will further emphasize the building form. The architecture as proposed is consistent with the precedent image included in the PUD.

- **Access:** Access to the site will be via the existing access drives from 1st Sreet. As a part of the final plat approval, an ingress/egress and cross parking easement will be executed to allow the 820 1st Street property access to 1st Street.
- **Buffer Park Landscaping Deferral:** The applicant is requesting to defer the required 30' buffer park landscaping or screen fence along the south side of the property between the applicant's property and single family residentially zoned property to the south. If installed now, the landscaping and fence will have to be removed when the storm water infrastructure is installed. The required buffer and fence will be installed at such time that the storm water infrastructure is installed. Staff recommends a condition of approval allowing the requested deferral but requiring installation upon completion of the construction of the storm water infrastructure within the affected area.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that the project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan.
2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.
3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.
4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.
5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.
6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the 820 1st Street Site Plan to allow the construction of an approximately 5,100sf retail building and related site improvements, subject to the applicant meeting all City Code requirements and the following:

1. The City Council granting a deferral for the installation of the trees and shrubs required of a 30' buffer park and a 6' solid fence along the south side of the site until such time that the proposed storm water infrastructure within the subject area along the south portion of the site is installed; and,
2. Site plan approval is contingent upon approval of the Val-Gate Preliminary and Final Plat. Upon approval of the Val-Gate Preliminary Plat, site grading and public utility installation may occur on the site. Building construction cannot occur on the site until City Council approval of the Val-Gate Final Plat, including the execution of the appropriate ingress/egress and cross parking agreement; and,
3. The applicant submitting an interim parking plan for the 820 1st Street building and the overall 1st Street Redevelopment PUD demonstrating adequate parking facilities are available while construction of the different projects are occurring on the site. Based on the actual number of parking spaces available, occupancy of the remaining portion of the 820 1st Street building (not housed by Crystal's) may be limited.

Owner/Applicant

First Street, LP
 John Mandelbaum
 4500 Westown Parkway
 West Des Moines, IA 50266
john@mandelbaumproperties.com
 515-222-6200

Applicant Representative:

Studio Melee
 Jamie Malloy, AIA
 820 1st Street, Suite 115
 West Des Moines, IA 50266
jamie@studiomelee.com
 515-314-9852

ATTACHMENTS:

- | | | |
|--------------|---|---------------------------------------|
| Attachment A | - | Plan and Zoning Commission Resolution |
| Exhibit A | - | Conditions of Approval |
| Attachment B | - | Location Map |
| Attachment C | - | Site Plans |
| Attachment D | - | Building Elevations |

RESOLUTION NO. PZC-16-047

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A SITE PLAN ALLOWING CONSTRUCTION OF AN APPROXIMATELY 5,100 SQUARE FOOT RETAIL BUILDING AT 820 1ST STREET

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, First Street, LP, has requested approval of the 820 1st Street Site Plan (SP-003083-2016) for that 0.69 acre site located at 820 1st Street to allow the construction of an approximately 5,100sf retail building and related site improvements;

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on August 1, 2016 this Commission held a duly-noticed public meeting to consider the application for a Site Plan (SP-003083-2016);

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report dated August 1, 2016, or as amended orally at the Plan and Zoning Commission meeting of August 1, 2016 are adopted.

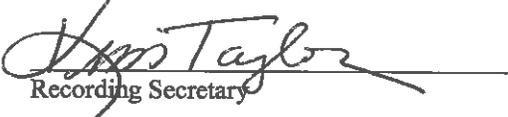
SECTION 2. SITE PLAN (SP-003083-2016) to allow construction of an approximately 5,100sf retail building and associated site improvements, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report dated August 1, 2016, including conditions added at the meeting, and attached hereto as Exhibit "A." Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on August 1, 2016.



Craig Erickson, Chairperson
Plan and Zoning Commission

ATTEST:



Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on August 1, 2016, by the following vote:

AYES: Andersen, Brown, Costa, Crowley, Erickson, Hatfield, Southworth
NAYS: -0-
ABSTENTIONS: -0-
ABSENT: -0-

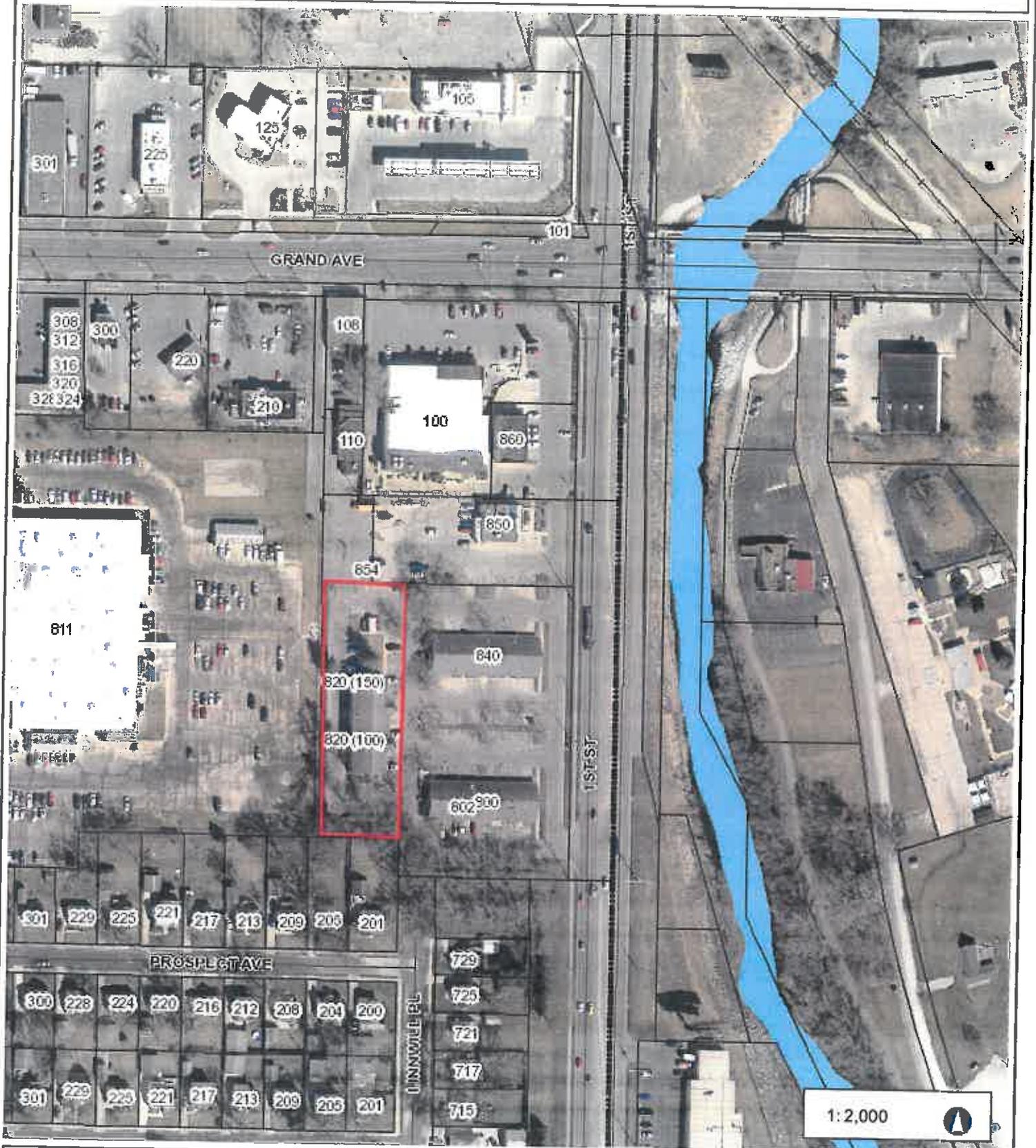
ATTEST:



Recording Secretary

EXHIBIT A
Conditions of Approval

1. The City Council granting a deferral for the installation of the trees and shrubs required of a 30' buffer park and a 6' solid fence along the south side of the site until such time that the proposed storm water infrastructure within the subject area along the south portion of the site is installed; and,
2. Site plan approval is contingent upon approval of the Val-Gate Preliminary and Final Plat. Upon approval of the Val-Gate Preliminary Plat, site grading and public utility installation may occur on the site. Building construction cannot occur on the site until City Council approval of the Val-Gate Final Plat, including the execution of the appropriate ingress/egress and cross parking agreements; and,
3. The applicant submitting an interim parking plan for the 820 1st Street building and the overall 1st Street Redevelopment PUD demonstrating adequate parking facilities are available while construction of the different projects are occurring on the site. Based on the actual number of parking spaces available, occupancy of the remaining portion of the 820 1st Street building (not housed by Crystal's) may be limited.



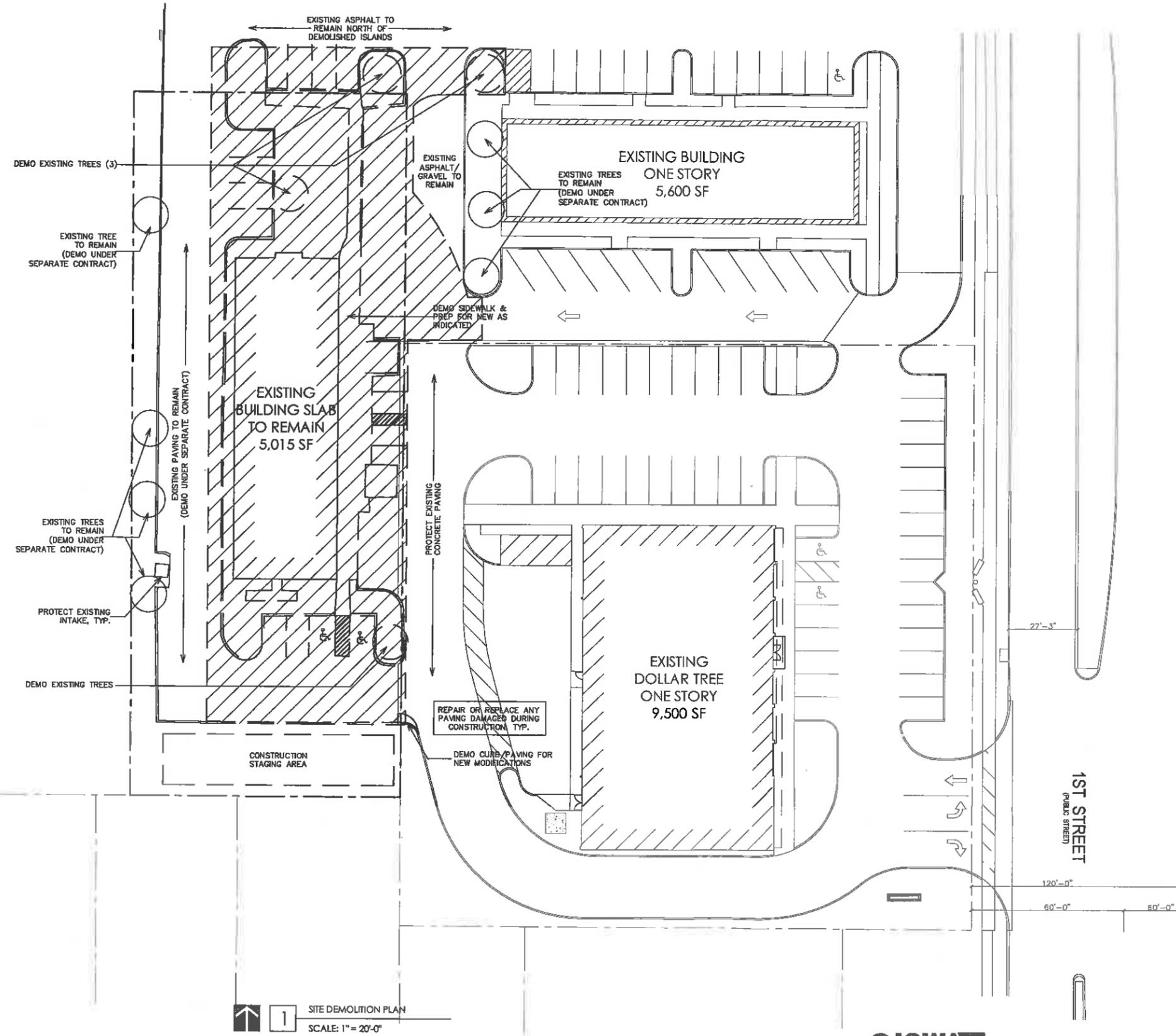
1:2,000

333.3 0 166.67 333.3 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
 © City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



1 SITE DEMOLITION PLAN
SCALE: 1" = 20'-0"

SITE PLAN NOTES:

SUMMARY OF SITE WORK:
SITE WORK INCLUDES DEMOLITION, NEW PCC DRIVES AND SIDEWALKS, NEW UNDERGROUND SANITARY, STORM WATER, ELECTRIC AND GAS SERVICES, DISCONNECTION AND DEMOLITION OF EXISTING BUILDING TO BE COMPLETED UNDER SEPARATE CONTRACT PRIOR TO STARTING SITE DEMOLITION AND CONSTRUCTION WORK.

GENERAL NOTES:
THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
CONTACT BUILDING INSPECTION (515-222-8830) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH THE WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.

LEGAL DESCRIPTION:
LOTS 5 OF VAL-GATE

PROJECT ADDRESS:
820 FIRST STREET, WEST DES MOINES IOWA 50265

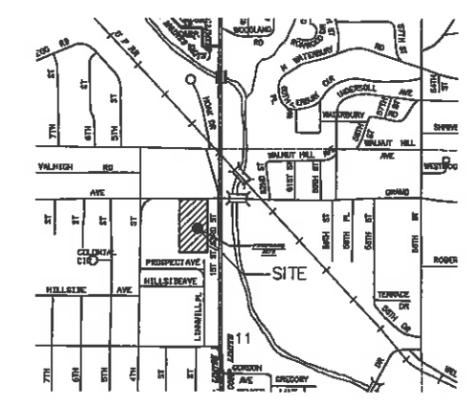
LAND OWNER & APPLICANT:
FIRST STREET LP
4500 WESTOWN PKWY, SUITE 115
WEST DES MOINES, IOWA 50266

CONTACT (PREPARED BY):
STUDIO MELEE
829 FIRST STREET, SUITE 220
WEST DES MOINES, IOWA 50265
PH: 515-314-9852

ENGINEER:
BISHOP ENGINEERING
3501 104TH STREET
URBANDALE, IOWA 50322
PH: 515-278-0487

PROPOSED LAND USE & ZONING:
FIRST STREET PLD, UNDERLYING ZONING CMG

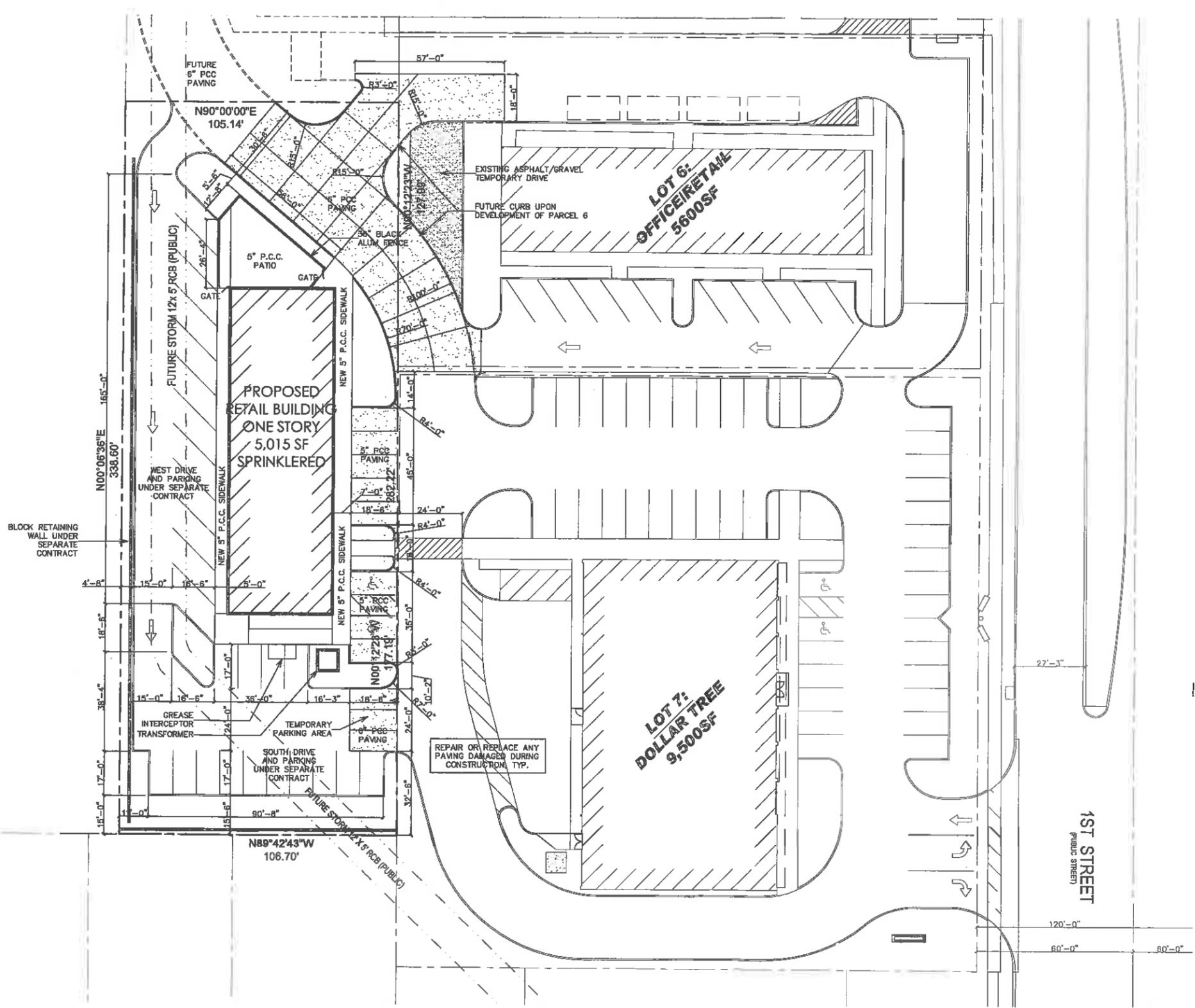
- DEMOLITION PLAN NOTES:**
1. CONTRACTOR SHALL INSTALL AND MAINTAIN CONSTRUCTION FENCE, IN THE APPROXIMATE LOCATION INDICATED ON THE PLANS. INSTALL ACCESS GATES AS REQUIRED. ACTUAL LOCATION OF FENCE AND GATES SHALL BE REVIEWED AND APPROVED BY OWNER PRIOR TO INSTALLATION. AS THE SCHOOL SHALL REMAIN OPERATIONAL FOR THE DURATION OF THE PROJECT AND ACCESS OR PASS-THRU MAY BE REQUIRED. UPON PROJECT COMPLETION, THE FENCE SHALL BE COMPLETELY REMOVED AND ALL AFFECTED AREAS REPAIRED.
 2. UPON PROJECT COMPLETION, ALL EXISTING AREAS AFFECTED BY CONSTRUCTION WORK, INCLUDING STAGING AREAS, SHALL BE RESTORED TO ORIGINAL CONDITION. DEMOLITION AREAS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL REMOVE AND REPLACE ACTUAL AREAS REQUIRED FOR INSTALLATION OF WORK INDICATED ON PLANS.
 3. PROTECT TREES, FENCES, BENCHES, BIKE RACKS, PLAYGROUND EQUIPMENT, AND OTHER SITE ACCESSORIES WITH CONSTRUCTION FENCE, UNLESS IDENTIFIED TO BE REMOVED.
 4. TREES ADJACENT TO SITE WORK SHALL BE PROTECTED BY MIN. SIX (6) FT TALL CHAIN LINK OR SNOW FENCE, INSTALLED AROUND THE DRIP LINE.
 5. AT SIDEWALKS INDICATED FOR REMOVAL, DEMO TO NEAREST EXISTING CONTROL JOINT. SAW CUT HARD SURFACING AT LOCATION OF REMOVAL LIMITS AS INDICATED. VERIFY ACTUAL DEMOLITION LIMITS WITH OWNER PRIOR TO CUTTING.
 6. CLEAR ALL BRUSH, TREES AND MISC. GROUND COVER WITHIN CONSTRUCTION LIMITS AS REQUIRED FOR WORK INDICATED.



2 VICINITY MAP
NOT TO SCALE



S P O
 PRINT DATE: JULY 21, 2016
 SHEET NAME: DEMO SITE PLAN
 RETAIL BUILDING
 820 FIRST STREET
 WEST DES MOINES, IOWA 50265
 STUDIO MELEE
 1312 LOCUST, SUITE 100Z
 DES MOINES, IOWA 50309
 (515) 314-9852
 (515) 493-0003



1 SITE LAYOUT PLAN
SCALE: 1" = 20'-0"

SITE PLAN NOTES:

SUMMARY OF SITE WORK:
SITE WORK INCLUDES DEMOLITION, NEW PCC DRIVES AND SIDEWALKS, NEW UNDERGROUND SANITARY, STORM WATER, ELECTRIC AND GAS SERVICES, DISCONNECTION AND DEMOLITION OF EXISTING BUILDING TO BE COMPLETED UNDER SEPARATE CONTRACT PRIOR TO STARTING SITE DEMOLITION AND CONSTRUCTION WORK.

SUMMARY OF IMPERVIOUS AREAS:

DEMOLISHED IMPERVIOUS AREAS
CONCRETE/ASPHALT PAVING = 7,520 SF + 4,875 SF (N.L.C.) = 12,395 SF (42%)
SIDEWALKS = 2,408 SF (8%)
BUILDING = 5,015 SF (17%)

NEW IMPERVIOUS AREAS
CONCRETE/ASPHALT PAVING = 5,304 SF + 11,128 (N.L.C.) = 16,432 SF (55%)
SIDEWALKS = 3,870 SF (11%)
BUILDING = 5,015 SF (17%)

TOTAL SITE AREA = 29,884 SF (0.86AC)
TOTAL BUILDING AREA = 5,015 SF (17%)
TOTAL SITE IMPERVIOUS AREA = 18,800 SF (63%)
TOTAL BUILDING + SITE IMPERVIOUS AREA = 24,815 SF (83%)
OPEN SPACE = 4,969 SF (17%)

PER PID REQUIREMENTS NO SITE SHALL BE PERMITTED TO HAVE MORE THAN 65% IMPERVIOUS SURFACE.

PARKING REQUIREMENTS:

PER PID REQUIREMENTS, OFFICE AND RETAIL USES SHALL PROVIDE A MINIMUM OF 1 PARKING SPACE PER 300SF GROSS FLOOR AREA. RESTAURANTS SHALL PROVIDE A MINIMUM OF 1 PARKING SPACE PER 150SF GROSS FLOOR AREA.

3,000 SF RETAIL AREA / 300 SF = 10 SPACES REQUIRED;
2,015 SF RESTAURANT AREA / 150 SF = 14 SPACES REQUIRED

8 SPACES PROVIDED + 24 SPACES (N.L.C.) = 32 TOTAL

GENERAL NOTES:

1. THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS FROM THE CITY OF WEST DES MOINES DEVELOPMENT SERVICES DEPARTMENT.
2. THE 1993 DES MOINES METROPOLITAN DESIGN STANDARDS MANUAL WITH WEST DES MOINES ADDENDA AND WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS SHALL APPLY TO ALL SITE IMPROVEMENTS.
3. ALL WORK SHALL PERFORMED IN ACCORDANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH REQUIRED SAFETY PRECAUTIONS.
4. CONTRACTOR SHALL NOTIFY CITY OF WEST DES MOINES IF TRAFFIC WILL BE INTERRUPTED. ALL TRAFFIC CONTROL SHALL BE DONE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES - PART IV CONSTRUCTION AND MAINTENANCE.
5. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC/PRIVATE UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO COMPENSATION WILL BE ALLOWED FOR FAILURE TO COMPLY WITH THIS REQUIREMENT.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE DAILY CLEAN UP OF DIRT, GRAVEL AND DEBRIS SPILLED OR TRACKED TO OR FROM THE SITE ONTO PUBLIC RIGHTS-OF-WAY OR OTHERS PROPERTY. REFER TO GENERAL CONDITIONS FOR DUST CONTROL REQUIREMENTS.
7. ALL REQUIRED LANDSCAPING, BOTH EXISTING AND PROPOSED MUST BE MAINTAINED AND/OR REPLACED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY BY OWNER. SEE SPECIFICATIONS FOR CONTRACTOR WARRANTY.
8. REPLACEMENT OF CURB AND GUTTER SECTIONS IN PUBLIC STREETS SHALL MATCH EXISTING PAVEMENT SECTION, PER CITY OF DES MOINES REQUIREMENTS.
9. ALL ROOFTOP MECHANICAL UNITS SHALL BE SCREENED FROM STREET-LEVEL VIEW.
10. NO MECHANICAL EQUIPMENT OVER 3 FT. IN HEIGHT SHALL BE ALLOWED IN THE REQUIRED SETBACKS.
11. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL DEMOLITION, AND UTILITIES.
12. ALL NEW OUTDOOR LIGHTING FIXTURES SHALL BE LOW-GLARE, CUT-OFF TYPE FIXTURES.
13. INSTALL NEW UTILITIES PRIOR TO REMOVING EXISTING SO AS TO MAINTAIN FUNCTIONING UTILITIES AT ALL TIMES.
14. MAINTAIN ALL PARKING LOTS, WALKWAYS, ACCESSIBLE ENTRANCES AND DROP-OFFS FOR OWNER USE UNTIL END OF SCHOOL YEAR OR AS INDICATED IN CONTRACT DOCUMENTS.
15. NEW SIDEWALK SHALL BE 6" THICK (3000PSI) PORTLAND CEMENT CONCRETE (P.C.C.) OVER 8" GRANULAR FREE-DRAINING PREPARED SUBGRADE. SEE SPEC. SIDEWALK WIDTHS AS INDICATED ON DRAWINGS, PROVIDE CONTROL JOINTS AS INDICATED ON DRAWINGS.

BENCHMARKS:

City BM #59
Intersection of 4th Street and Vine Street, Northeast corner of Intersection, 50 feet East of the centerline of 4th Street, 50 feet North of the centerline of Vine Street.
WDM Datum Elev = 98.39

City BM #78
Intersection of 8th Street and Ashworth Road, Northwest corner of Intersection, 80.5 feet West of the centerline of 8th Street, 22.3 feet North of centerline of Ashworth Road, between sidewalk and back of curb, 2.7 feet North of North back of curb.
WDM Datum = 108.07

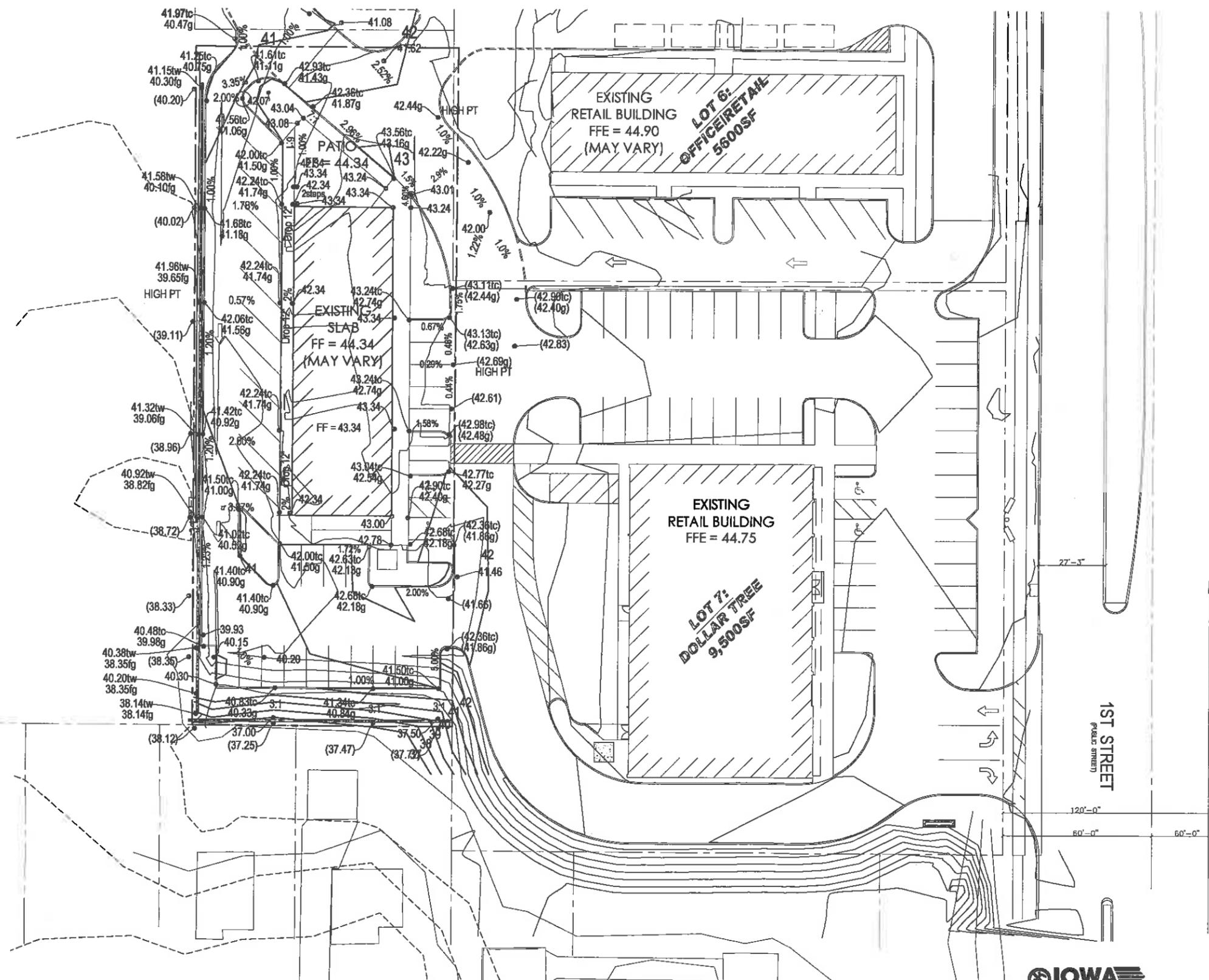


STUDIO MELE
1312 LOCUST, SUITE 100Z (515) 314-9852
DES MOINES, IOWA 50309 (515) 493-0003

RETAIL BUILDING
820 FIRST STREET S I T E
WEST DES MOINES, IOWA 50265 IMPROVEMENTS

PRINT DATE:
JULY 21, 2016
SHEET NAME:
SITE LAYOUT PLAN

SPI



1 SITE GRADING PLAN
SCALE: 1" = 20'-0"



SITE PLAN NOTES:

SUMMARY OF SITE WORK:
SITE WORK INCLUDES DEMOLITION, NEW PCC DRIVES AND SIDEWALKS, NEW UNDERGROUND SANITARY, STORM, WATER, ELECTRIC AND GAS SERVICES. DISCONNECTION AND DEMOLITION OF EXISTING BUILDING TO BE COMPLETED UNDER SEPARATE CONTRACT PRIOR TO STARTING SITE DEMOLITION AND CONSTRUCTION WORK.

GENERAL NOTES:
THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
CONTACT BUILDING INSPECTION (515-222-9990) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH THE WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.

EROSION CONTROL NOTES:

- INSTALL SILT FENCING AT PERIMETER OF PROJECT LIMITS PRIOR TO COMMENCEMENT OF CLEARING OPERATIONS. CONTRACTOR SHALL MAINTAIN UNTIL ESTABLISHMENT OF PERMANENT GROUND COVER OR PAVING, AND REMOVE COMPLETELY UPON ESTABLISHMENT AND ACCEPTANCE.
- SILT FENCES TO BE AS SHOWN ON SUDAS DRAWING NO. 8040.7-SILT FENCE DETAILS, USBAH STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- CLEAN OUT AND REPAIR FENCE WHEN 50% OF ITS SILT STORAGE CAPACITY HAS BEEN LOST AND/OR AT LEAST ONCE PRIOR TO PROJECT CLOSEOUT.
- PROTECT ALL EXISTING BITUMENS WITH SILT FENCE, STRAW-BALES, AND/OR OTHER EROSION CONTROL MEASURES TO ENSURE SILT DOES NOT ENTER EXISTING STORM UTILITIES.

EROSION CONTROLS SHALL BE INSTALLED AND MONITORED BY:

BRIAN DENHAM, SOIL, TEX
1801 SE 37TH STREET
CRAMES, IOWA 50111
(515) 881-3980

GRADING NOTES:

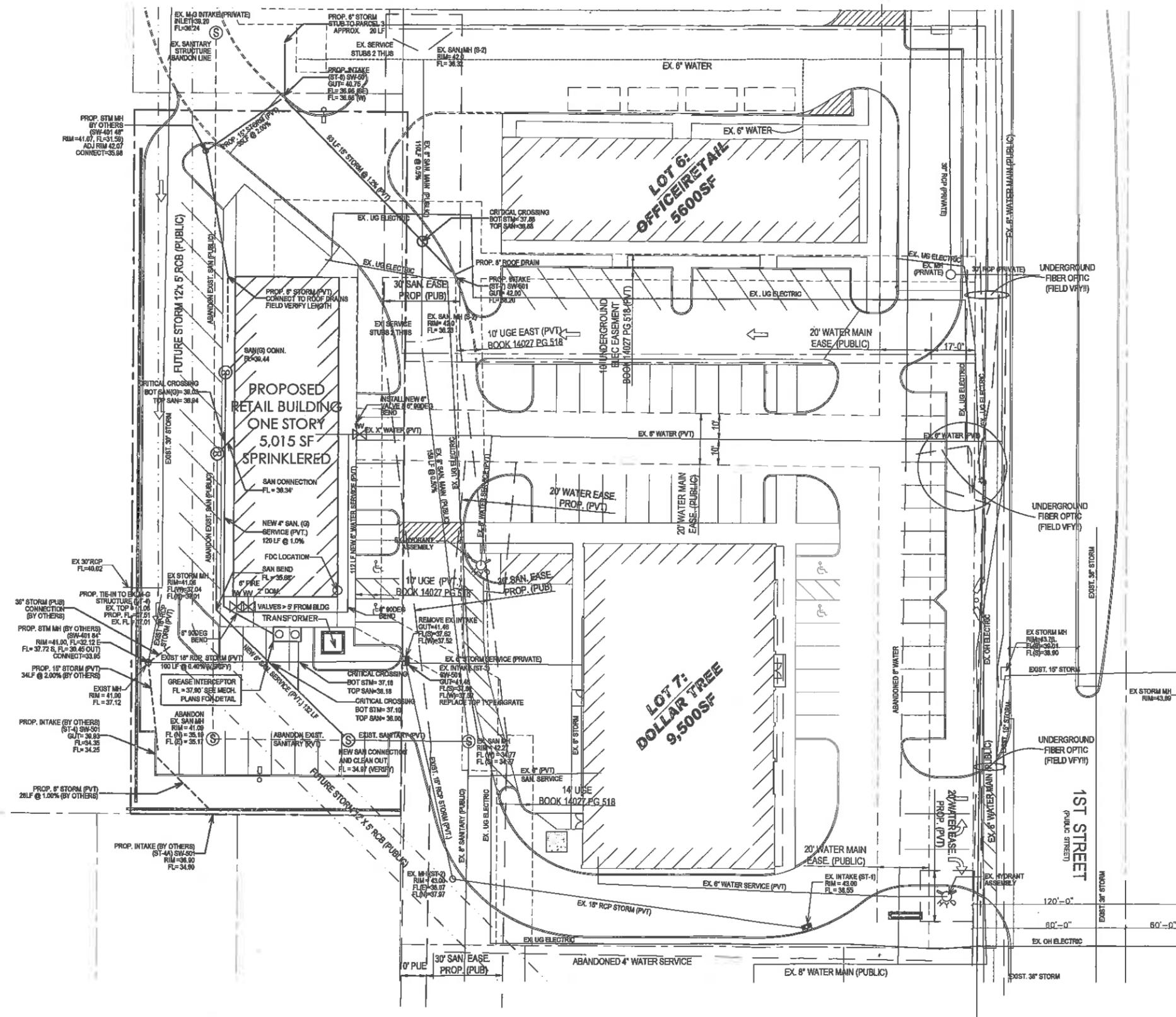
- TAKE ALL NECESSARY MEASURES TO PROTECT AGAINST EROSION AND DUST POLLUTION ON AND AROUND THE PROJECT SITE TO INCLUDE ALL OFF-SITE DORROW AND SPOIL AREAS.
- FOR ALL AREAS INDICATING PROPOSED CONSTRUCTION, STRIP AND HAUL AWAY ALL ORGANIC MATERIAL TO A 2" MINIMUM DEPTH UPON COMPLETION OF WORK. A MINIMUM OF 6-INCHES OF TOPSOIL SHALL BE PLACED ON ALL NON-PAVED DISTURBED SURFACES. SOIL STOCKPILE AREA MAY NOT BE AVAILABLE ON-SITE, HAIL AWAY AND BRING BACK AS REQUIRED.
- NATIVE SOILS MAY BE REUSED FOR COMMON FILL (OUTSIDE OF BUILDING) AFTER THEY ARE SORTED TO REMOVE ALL DELETERIOUS MATERIALS SUCH AS CONCRETE, BRICKS AND OTHER RUBBLE. DELETERIOUS MATERIALS SHALL BE REMOVED FROM PROJECT SITE. ALL EXCESS MATERIAL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.
- SUBGRADE FOR PAVEMENTS SHALL BE PROOF ROLLED AND CHECKED FOR SOFT SPOTS. ANY SOFT SPOTS FOUND SHALL HAVE UNACCEPTABLE MATERIAL REMOVED AND REPLACED WITH SELECT MATERIAL.
- PROPOSED CONTOURS AND SPOT ELEVATIONS REPRESENT FINISHED GRADE. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE (1/8" PER FOOT MIN.) AWAY FROM ALL BUILDINGS TO A DISTANCE OF 10'-0" OR MORE.
- ALL SIDEWALKS SHALL HAVE 1/8" PER FOOT TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE AWAY FROM THE BUILDING.
- MATCH EXISTING GRADES AT INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
- CONTRACTOR SHALL REVIEW AND FOLLOW THE GEOTECHNICAL SOILS REPORT IN THE PROJECT MANUAL.
- IN ORDER TO OBTAIN FINAL CERTIFICATE OF OCCUPANCY APPROVAL, DOCUMENTATION WILL BE REQUIRED FROM THE GENERAL CONTRACTOR VIA THE GRADING CONTRACTOR/SOIL EROSION CONTROL CONTRACTOR OR THE PROJECT CIVIL ENGINEER THAT THE PROJECT MEETS THE CURRENT TOPSOIL PRESERVATION REQUIREMENTS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES (DNR).

BENCHMARKS:

City BM #45
Intersection of 4th Street and Vine Street, Northwest corner of intersection, 50 feet East of the centerline of 4th Street, 50 feet North of the centerline of Vine Street.
WDM Datum Elev = 38.35

City BM #79
Intersection of 8th Street and Ashworth Road, Northwest corner of intersection, 90.5 feet West of the centerline of 8th Street, 22.5 feet North of centerline of Ashworth Road, between sidewalk and back of curb, 2.7 feet North of North back of curb.
WDM Datum = 108.07

RETAIL BUILDING IMPROVEMENTS
 820 FIRST STREET
 WEST DES MOINES, IOWA 50265
 STUDIO MELEE
 1312 LOCUST, SUITE 100Z
 DES MOINES, IOWA 50309
 PRINT DATE: JULY 21, 2016
 SHEET NAME: SITE GRADING PLAN
 (515) 314-9852
 (515) 493-0003



SITE PLAN NOTES:

SUMMARY OF SITE WORK:

SITE WORK INCLUDES DEMOLITION, NEW PCC DRIVES AND SIDEWALKS, NEW UNDERGROUND SANITARY, STORM, WATER, ELECTRIC AND GAS SERVICES. DISCONNECTION AND DEMOLITION OF EXISTING BUILDING TO BE COMPLETED UNDER SEPARATE CONTRACT PRIOR TO STARTING SITE DEMOLITION AND CONSTRUCTION WORK.

GENERAL NOTES:

THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.

CONTACT BUILDING INSPECTION (515-222-3030) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.

ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH THE WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.

CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.

THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND CITY'S CROSS CONNECTION CONTROL/DONTAMINANT PROVISION.

THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY FOR CONTAINMENT OF NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1291, 54-198B. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3485) A MINIMUM OF 24 HRS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.

GENERAL NOTES:

1. THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS FROM THE CITY OF WEST DES MOINES DEVELOPMENT SERVICES DEPARTMENT.
2. THE 1983 DES MOINES METROPOLITAN DESIGN STANDARDS MANUAL, WITH WEST DES MOINES ADDENDA AND WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS SHALL APPLY TO ALL SITE IMPROVEMENTS.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH REQUIRED SAFETY PRECAUTIONS.
4. CONTRACTOR SHALL NOTIFY CITY OF WEST DES MOINES IF TRAFFIC WILL BE INTERRUPTED. ALL TRAFFIC CONTROL SHALL BE DONE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES - PART IV CONSTRUCTION AND MAINTENANCE.
5. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC/PRIVATE UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO COMPENSATION WILL BE ALLOWED FOR FAILURE TO COMPLY WITH THIS REQUIREMENT.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE DAILY CLEAN UP OF DIRT, GRAVEL AND DEBRIS SPILLED OR TRACKED TO OR FROM THE SITE ONTO PUBLIC RIGHTS-OF-WAY OR OTHERS PROPERTY. REFER TO GENERAL CONDITIONS FOR DUST CONTROL REQUIREMENTS.
7. ALL REQUIRED LANDSCAPING, BOTH EXISTING AND PROPOSED MUST BE MAINTAINED AND/OR REPLACED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY BY OWNER. SEE SPECIFICATIONS FOR CONTRACTOR WARRANTY.
8. REPLACEMENT OF CURB AND GUTTER SECTIONS IN PUBLIC STREETS SHALL MATCH EXISTING PAVEMENT SECTION, PER CITY OF DES MOINES REQUIREMENTS.
9. ALL ROOFTOP MECHANICAL UNITS SHALL BE SCREENED FROM STREET-LEVEL VIEW.
10. NO MECHANICAL EQUIPMENT OVER 3 FT. IN HEIGHT SHALL BE ALLOWED IN THE REQUIRED BACKSLOPE.
11. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL DEMOLITION, AND UTILITIES.
12. ALL NEW OUTDOOR LIGHTING FIXTURES SHALL BE LOW-GLARE, CUT-OFF TYPE FIXTURES.
13. INSTALL NEW UTILITIES PRIOR TO REMOVING EXISTING SO AS TO MAINTAIN FUNCTIONING UTILITIES AT ALL TIMES.
14. MAINTAIN ALL PARKING LOTS, WALKWAYS, ACCESSIBLE ENTRANCES AND DROP-OFFS FOR OWNER USE UNTIL END OF SCHOOL YEAR OR AS INDICATED IN CONTRACT DOCUMENTS.
15. NEW SIDEWALK SHALL BE 4" THICK (8000PSI) PORTLAND CEMENT CONCRETE (P.C.C.) OVER 6" GRANULAR FREE-DRAINING PREPARED SUBGRADE. SEE SPEC. SIDEWALK WIDTHS AS INDICATED ON DRAWINGS, PROVIDE CONTROL JOINTS AS INDICATED ON DRAWINGS.

SITE UTILITIES NOTES:

1. THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR/ARCHITECT MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR AND/OR ARCHITECT FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED.
2. CONTRACTOR SHALL VERIFY ALL ELEVATIONS FOR ALL EXISTING UTILITIES PRIOR TO STARTING WORK, INCLUDING ELEVATIONS OF EXISTING LINES CROSSING NEW LINES.
3. CONTRACTOR SHALL FIELD ADJUST ALL SITE UTILITIES (NEW AND EXISTING) TO MATCH PROPOSED FINISH GRADES, INCLUDING HYDRANTS, VALVES, MANHOLE RIMS, SLEETS AND POLE BASES.
4. ALL SANITARY SEWER, STORM SEWER MATERIALS AND INSTALLATION SHALL BE BUILT IN ACCORDANCE WITH THE CITY OF WEST DES MOINES CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS.
5. CONTRACTOR SHALL SOO ALL DISTURBED LAWN AREAS.
6. PROVIDE FULL DEPTH CUT AND REPLACEMENT OF ALL PAVEMENTS AND SIDEWALKS REQUIRED FOR CONSTRUCTION OF THE WORK INDICATED.
7. WATER SERVICE LINE SHALL HAVE MIN. 6" COVER, TYPICAL.

BENCHMARKS:

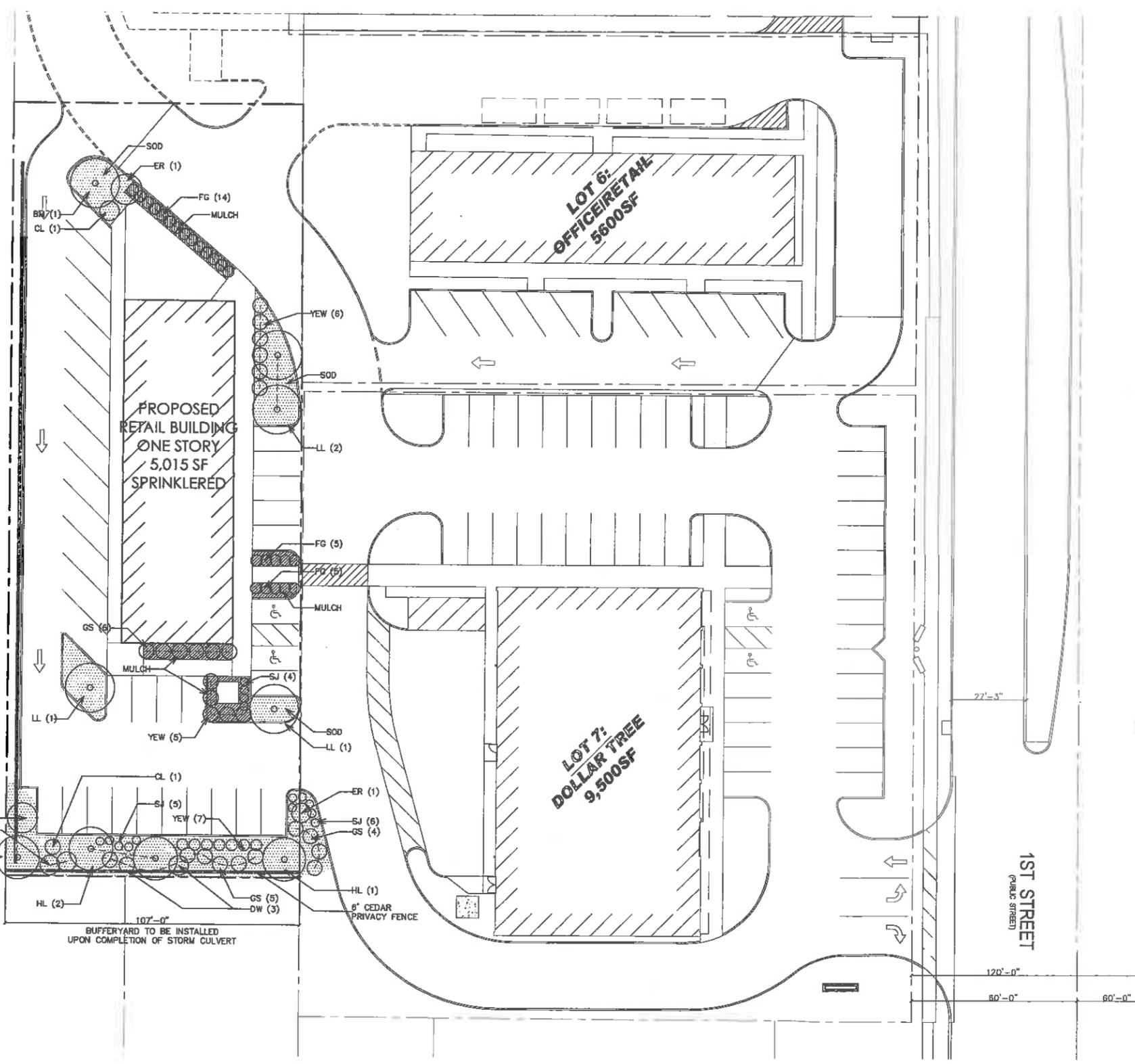
City BM 642
Intersection of 4th Street and Vine Street, Northwest corner of intersection, 50 feet East of the centerline of 4th Street, 50 feet North of the centerline of Vine Street.
WNM Datum = 108.55

City BM 673
Intersection of 8th Street and Adair Street, Northwest corner of intersection, 90.5 feet West of the centerline of 8th Street, 32.3 feet North of centerline of Adair Street, between sidewalk and back of curb, 2.7 feet North of North back of curb.
WNM Datum = 108.07

1 SITE UTILITY PLAN
SCALE: 1" = 20'-0"



PRINT DATE: JULY 21, 2016
 SHEET NAME: RETAIL BUILDING SITE UTILITY PLAN
 820 FIRST STREET WEST DES MOINES, IOWA 50265
 STUDIO MELEE
 1312 LOCUST, SUITE 1002
 DES MOINES, IOWA 50309
 (515) 314-9652
 (515) 493-0003
 SP3



SUMMARY OF SITE WORK:

SITE WORK INCLUDES DEMOLITION, NEW PCC DRIVES AND SIDEWALKS, NEW UNDERGROUND SANITARY, STORM WATER, ELECTRIC AND GAS SERVICES, DISCONNECTION AND DEMOLITION OF EXISTING BUILDING TO BE COMPLETED UNDER SEPARATE CONTRACT PRIOR TO STARTING SITE DEMOLITION AND CONSTRUCTION WORK.

GENERAL NOTES:

1. THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS FROM THE CITY OF WEST DES MOINES DEVELOPMENT SERVICES DEPARTMENT.
2. THE 1993 DES MOINES METROPOLITAN DESIGN STANDARDS MANUAL WITH WEST DES MOINES ADDENDA AND WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS SHALL APPLY TO ALL SITE IMPROVEMENTS.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH REQUIRED SAFETY PRECAUTIONS.
4. CONTRACTOR SHALL NOTIFY CITY OF WEST DES MOINES IF TRAFFIC WILL BE INTERRUPTED. ALL TRAFFIC CONTROL SHALL BE DONE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES - PART IV CONSTRUCTION AND MAINTENANCE.
5. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC/PRIVATE UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO COMPENSATION WILL BE ALLOWED FOR FAILURE TO COMPLY WITH THIS REQUIREMENT.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE DAILY CLEAN UP OF DIRT, GRAVEL AND DEBRIS SPILLED OR TRACKED TO OR FROM THE SITE ONTO PUBLIC RIGHTS-OF-WAY OR OTHERS' PROPERTY (REFER TO GENERAL CONDITIONS FOR DUST CONTROL REQUIREMENTS).
7. ALL REQUIRED LANDSCAPING, BOTH EXISTING AND PROPOSED MUST BE MAINTAINED AND/OR REPLACED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY BY OWNER. SEE SPECIFICATIONS FOR CONTRACTOR WARRANTY.
8. REPLACEMENT OF CURB AND GUTTER SECTIONS IN PUBLIC STREETS SHALL MATCH EXISTING PAVEMENT SECTION, PER CITY OF DES MOINES REQUIREMENTS.
9. ALL ROOFTOP MECHANICAL UNITS SHALL BE SCREENED FROM STREET-LEVEL VIEW.
10. NO MECHANICAL EQUIPMENT OVER 3 FT. IN HEIGHT SHALL BE ALLOWED IN THE REQUIRED SETBACKS.
11. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL DEMOLITION, AND UTILITIES.
12. ALL NEW OUTDOOR LIGHTING FIXTURES SHALL BE LOW-GLARE, CUT-OFF TYPE FIXTURES.
13. INSTALL NEW UTILITIES PRIOR TO REMOVING EXISTING SO AS TO MAINTAIN FUNCTIONING UTILITIES AT ALL TIMES.
14. MAINTAIN ALL PARKING LOTS, WALKWAYS, ACCESSIBLE ENTRANCES AND DROP-OFFS FOR OWNER USE UNTIL END OF SCHOOL YEAR OR AS INDICATED IN CONTRACT DOCUMENTS.
15. NEW SIDEWALK SHALL BE 7" THICK (3000PSI) PORTLAND CEMENT CONCRETE (P.C.C.) OVER 4" GRANULAR FREE-DRAINING PREPARED SUBGRADE, SEE SPEC. SIDEWALK WIDTHS AS INDICATED ON DRAWINGS, PROVIDE CONTROL JOINTS AS INDICATED ON DRAWINGS.

LANDSCAPE NOTES:

1. SOO ALL DISTURBED AREAS OF THE SITE, TYPICAL, UNLESS NOTED OTHERWISE.
2. INSTALL SHREDED BARK MULCH TO A DEPTH OF 3" AROUND ALL NEW TREES, AND IN ALL PLANTING BEDS TYP. (WALNUT PRODUCTS ARE PROHIBITED)
3. REFER TO SPECIFICATIONS FOR MINIMUM DEPTH OF TOPSOIL AT ALL LAWN AREAS & LANDSCAPED AREAS.
4. BACKFILL TO TOP OF CURB, MINUS 1-1/2" FOR SOD, TYP.
5. FINAL GRADES TO BE APPROVED BY OWNER AND ARCHITECT PRIOR TO SOODING.
6. CONTRACTOR SHALL REPORT ANY SUBSURFACE SOILS OR DRAINAGE PROBLEMS TO THE ARCHITECT.

OPEN SPACE LANDSCAPING CALCS:

OPEN SPACE FOR LANDSCAPING = 7,488 SF (26%); ACTUAL OPEN SPACE = 5,049 SF (17%)
 MIN (2) TREES & (2) SHRUBS / 3000SF OPEN SPACE: 7,488/3000 = 2.5
 2 TREES REQUIRED / 2 PROVIDED
 6 SHRUBS REQUIRED / 52 PROVIDED

PARKING LOT LANDSCAPING CALCS:

MIN. (1) TREE REQUIRED PER 6X17 ISLAND & MIN (1) TREE REQUIRED PER POO

BUFFER LANDSCAPING CALCS:

(1) OVERSTORY TREE, (2) ORNAMENTAL TREES AND (8) SHRUBS REQUIRED PER 30LF OF BUFFER: 107LF / 25 = 4
 3 OVERSTORY TREES REQUIRED / 3 PROVIDED
 8 ORNAMENTAL TREES REQUIRED / 8 PROVIDED
 16 SHRUBS REQUIRED / 16 PROVIDED

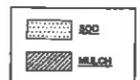
PLANTING SCHEDULE

| OVERSTORY/ORNAMENTAL TREES: | | |
|-----------------------------|---|---------------------|
| (4) LL | LITTLE LEAF LINDEN "TILIA CORDATA" | B&B 2" CALIPER MIN. |
| (4) HL | TH. HONEYLOCUST "GLIEDITSIA TRICANTHOS" | B&B 2" CALIPER MIN. |
| (3) ER | EASTERN REDBUD "CERCIS CANADENSIS" | B&B 4"-5" MIN. |
| (1) BM | AUTUMN BLAZE MAPLE "ACER FREEMANII" | B&B 3" CALIPER MIN. |
| (5) DW | PAGODA DOGWOOD "CORNUS ALTERNIFOLIA" | B&B 4"-5" MIN. |
| SHRUBS: | | |
| (15) GS | GOLD MOUND SPIREA "JAPONICA" | B&B 2 GAL. MIN. |
| (18) | YEW DENSE SPREADING YEW "TAXUS MEDIA" | B&B 3 GAL. MIN. |
| (9) SJ | SAVIN JUNIPER "JUNIPERUS SABINA" | B&B 2 GAL. MIN. |
| (2) CL | COMMON LILAC "VULGARIS" | B&B 3 GAL. MIN. |
| ORNAMENTAL GRASSES: | | |
| (24) FG | HAMELIN FOUNTAIN GRASS | B&B 3 GAL. MIN. |

BENCHMARKS:

City BM #18
 Intersection of 4th Street and Vine Street, Northeast corner of intersection, 80 feet East of the centerline of 4th Street, 50 feet North of the centerline of Vine Street.
 WDM Datum Elev = 38.35

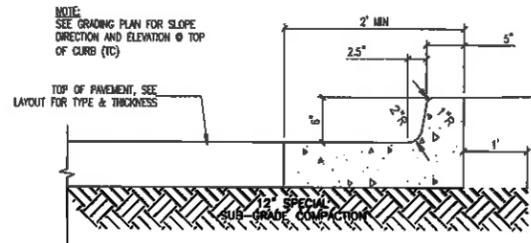
City BM #19
 Intersection of 8th Street and Ashworth Road, Northwest corner of intersection, 80.5 feet West of the centerline of 8th Street, 32.8 feet North of centerline of Ashworth Road, between sidewalk and back of curb, 2.7 feet North of North back of curb.
 WDM Datum = 38.37



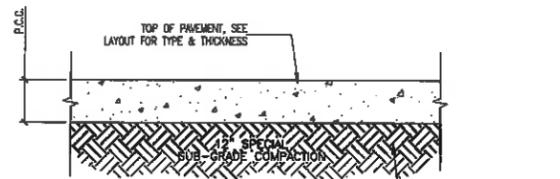
LANDSCAPE PLAN
 SCALE: 1" = 20'-0"



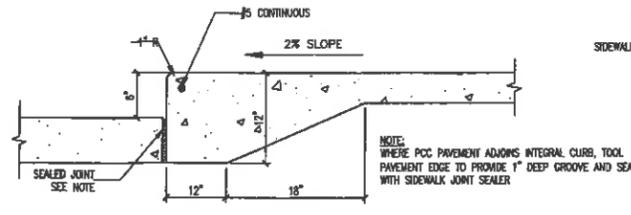
PRINT DATE: JULY 21, 2016
 SHEET NAME: LANDSCAPE PLAN
 SP4
 RETAIL BUILDING SITE IMPROVEMENTS
 820 FIRST STREET
 WEST DES MOINES, IOWA 50265
 STUDIO MELEE
 1312 LOCUST, SUITE 100Z (515) 314-9852
 DES MOINES, IOWA 50309 (515) 493-0003



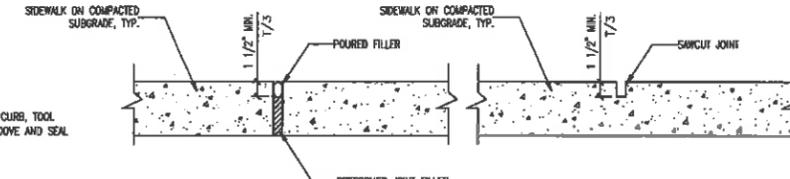
1 CONCRETE CURB AND GUTTER
NOT TO SCALE



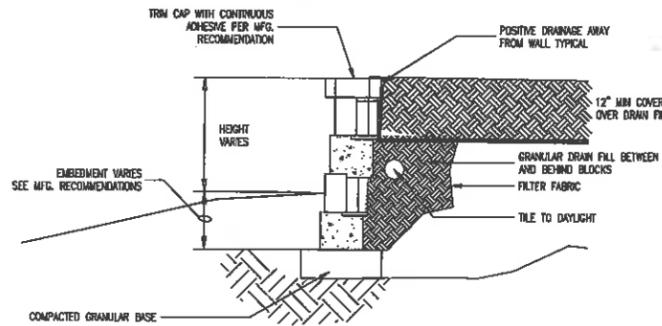
2 PAVEMENT SECTION
NOT TO SCALE



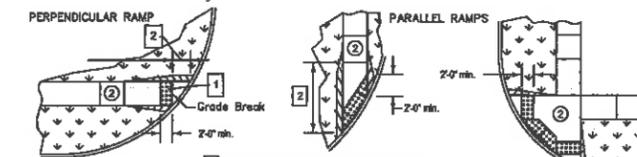
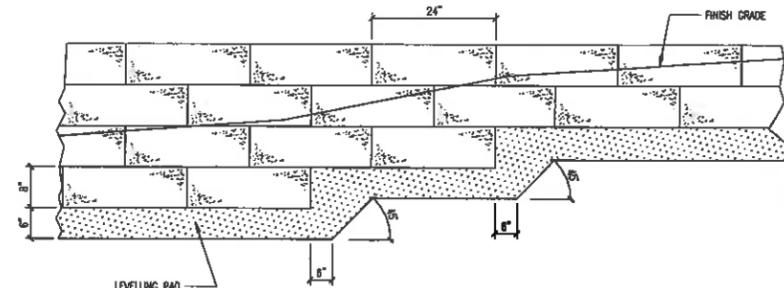
3 INTEGRAL CURB AND SIDEWALK
NOT TO SCALE



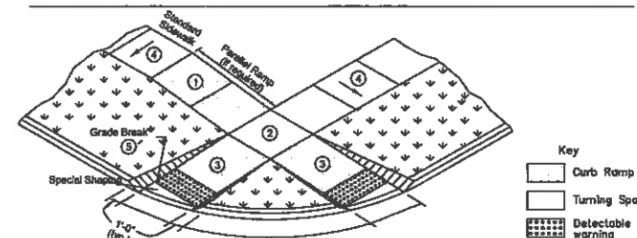
4 SIDEWALK JOINTING
NOT TO SCALE



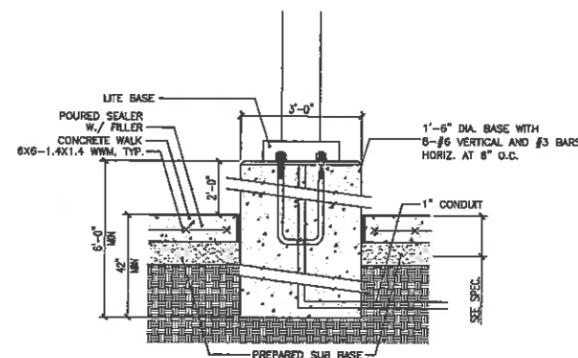
5 SEGMENTED RETAINING WALL
NOT TO SCALE



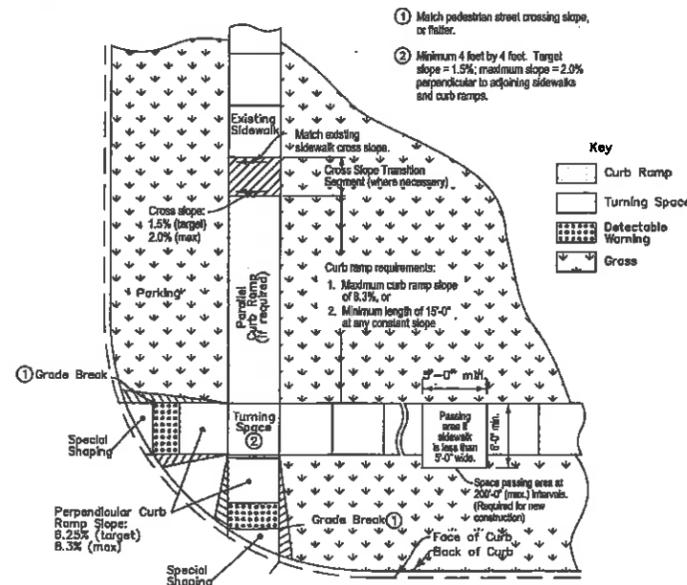
DETECTABLE WARNING PLACEMENT



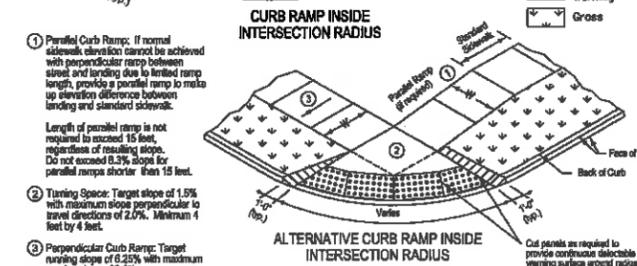
CURB RAMP INSIDE INTERSECTION RADIUS



4 LIGHT POLE BASE DETAIL (TYP)
1/2" = 1'-0"



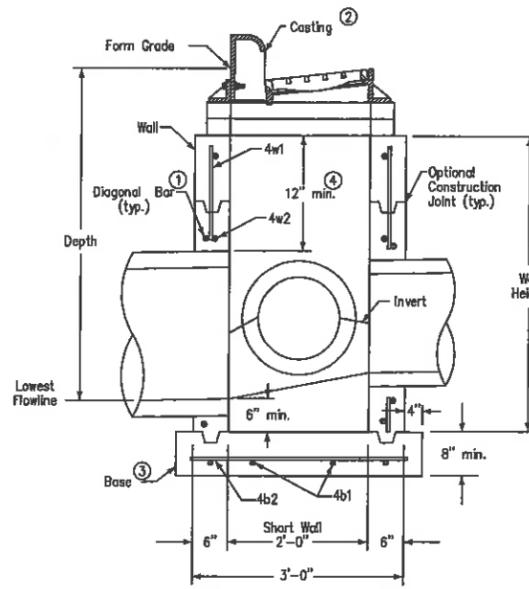
GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK



ALTERNATIVE CURB RAMP INSIDE INTERSECTION RADIUS

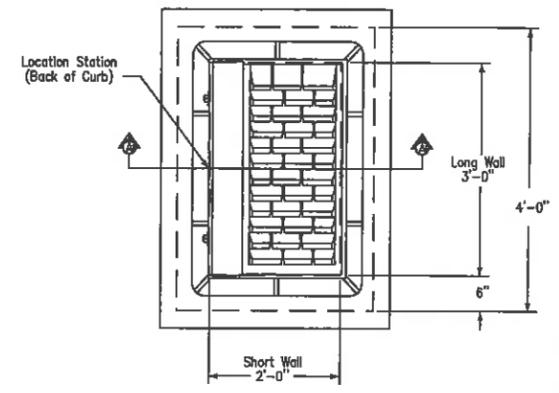
CURB RAMP DETAILS (Public ROW Accessibility Guidelines)

NOTES:
PRIOR TO PLACEMENT OF ANY CONCRETE ALL RAMPS SHALL BE INSPECTED BY CITY OF WEST DES MOINES BUILDING DEPARTMENT (515) 222-3630.



SECTION A-A

- Refer to SW-514 for boxout details.
- 1 Install four #4 diagonal bars at all pipe openings.
 - 2 SW-603 Type R unless Type Q is specified in the contract documents.
 - 3 Cast-in-place base shown. If base is precast integral with walls, the footprint of the base is not required to extend beyond the outer edge of the walls.
 - 4 12 inch minimum wall height above all pipes.

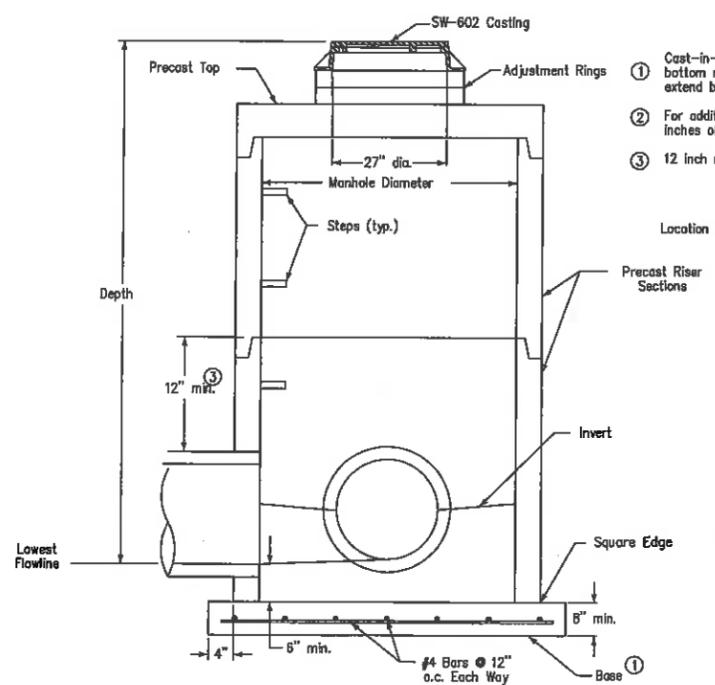


PLAN

| REINFORCING BAR LIST | | | | | | |
|----------------------|------|-------------|-------|----------------------|--------|---------|
| Mark | Size | Location | Shape | Length | Count | Spacing |
| 4w1 | 4 | Walls | --- | Wall Height minus 4" | 14 | 12" |
| 4w2 | 4 | Long Walls | --- | 3'-8" | Varies | 12" |
| 4w3 | 4 | Short Walls | --- | 2'-8" | Varies | 12" |
| 4b1 | 4 | Base | --- | 4'-2" | 4 | 10" |
| 4b2 | 4 | Base | --- | 3'-2" | 5 | 10" |

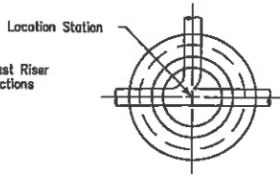
| MAXIMUM PIPE DIAMETERS | | |
|------------------------|-------------------|-------------------------|
| Pipe Location | Precast Structure | Cast-in-place Structure |
| Short Wall | 15" | 18" |
| Long Wall | 24" | 30" |

3 SW-501 SINGLE GRATE INTAKE
NOT TO SCALE



TYPICAL SECTION

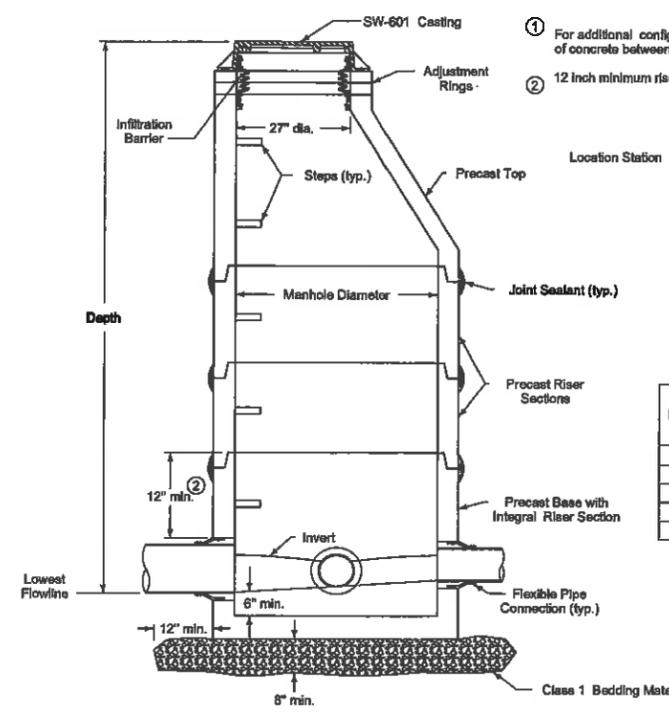
- 1 Cast-in-place base shown. If base is precast integral with bottom riser, the footprint of the base is not required to extend beyond the outer edge of the riser.
- 2 For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.
- 3 12 inch minimum riser height above all pipe openings.



PLAN

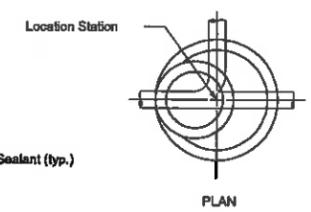
| Manhole Diameter (inches) | Maximum Pipe Diameter (inches) for 2 Pipes | |
|---------------------------|--|-------------------|
| | At 180° Separation | At 90° Separation |
| 48 | 24 | 18 |
| 60 | 36 | 24 |
| 72 | 42 | 30 |
| 84 | 48 | 36 |
| 96 | 60 | 42 |

2 SW-401 CIRCULAR MANHOLE
NOT TO SCALE



TYPICAL SECTION

- 1 For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.
- 2 12 inch minimum riser height above all pipe openings.



PLAN

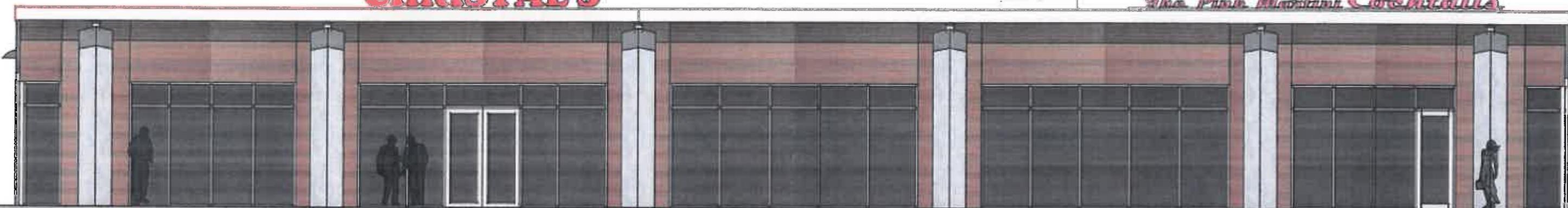
| Manhole Diameter (inches) | Maximum Pipe Diameter (inches) for 2 Pipes | |
|---------------------------|--|-------------------|
| | At 180° Separation | At 90° Separation |
| 48 | 24 | 18 |
| 60 | 36 | 24 |
| 72 | 42 | 30 |
| 84 | 48 | 36 |
| 96 | 60 | 42 |

1 SW-301 CIRCULAR SANITARY MANHOLE
NOT TO SCALE

STUDIO MELEE
 1312 LOCUST, SUITE 100Z
 DES MOINES, IOWA 50309
 (515) 314-9852
 (515) 493-0003
 RETAIL BUILDING
 820 FIRST STREET
 WEST DES MOINES, IOWA 50265
 IMPROVEMENTS
 PRINT DATE: JULY 21, 2016
 SHEET NAME: SITE DETAILS

CHRISTAL'S

The Pink Martini Cocktails

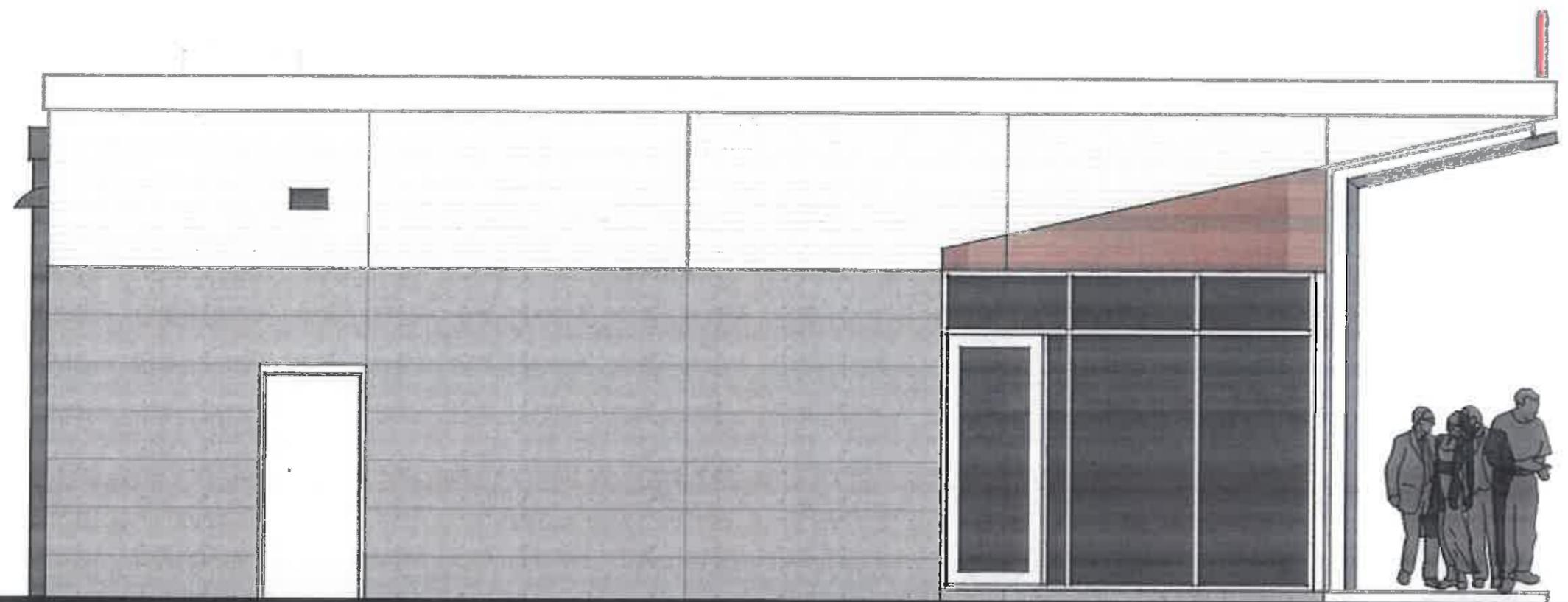


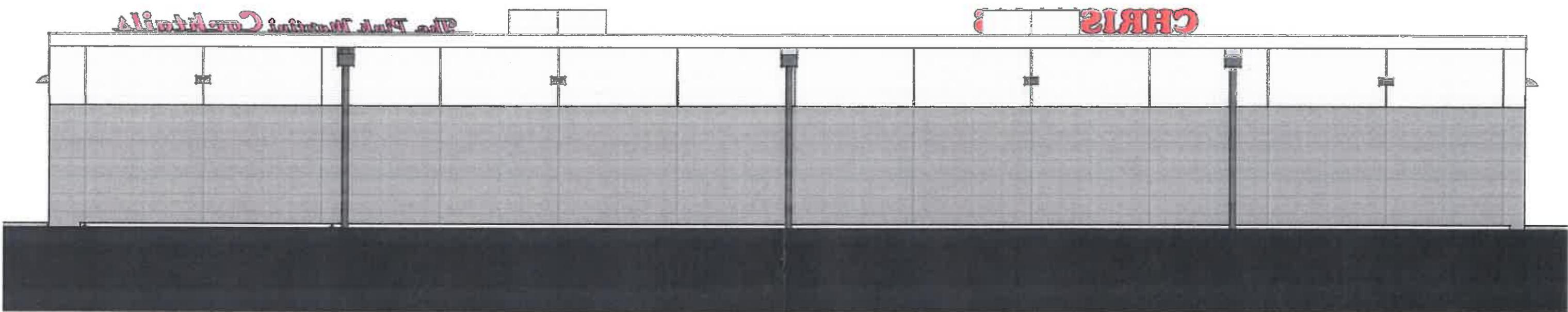
820 FIRST STREET WDM
MANDELBAUM PROPERTIES



820 FIRST STREET WDM
MANDELBAUM PROPERTIES

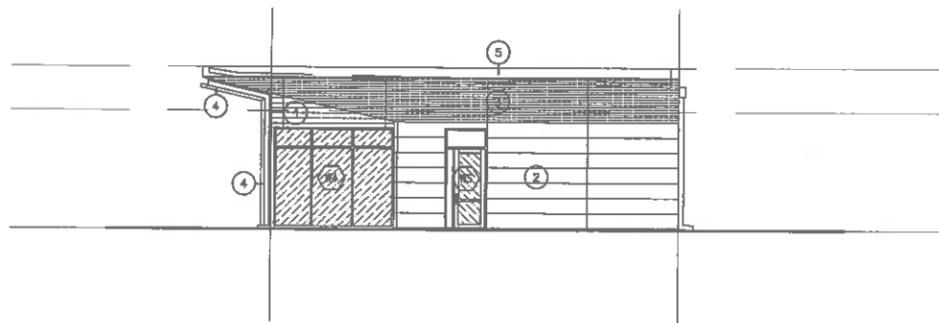
STUDIO MELEE



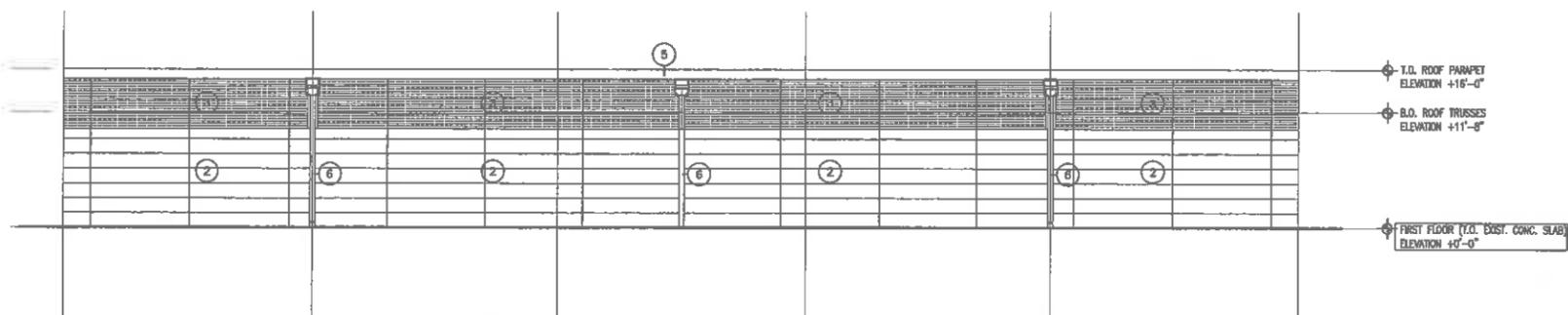


EXTERIOR ELEVATIONS KEY NOTE LEGEND:

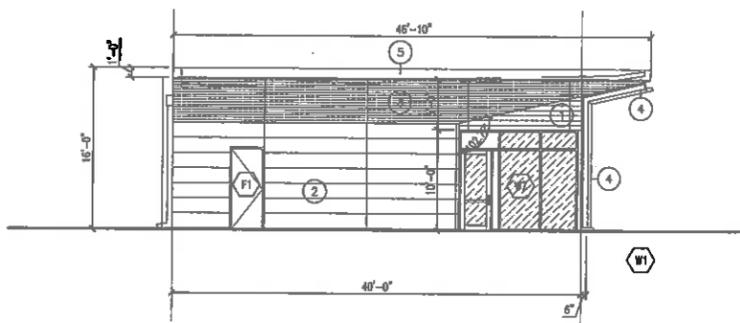
| | |
|---|---|
| <p>① CEMENT BOARD SIDING/SOFFIT: PROVIDE 5/8" THICK, PRE-FINISHED "MICHNA" PANELS. INSTALL PANELS W/ MANUFACTURER'S SYSTEM. WOOD-CEDAR, SEE SPECIFICATION.</p> <p>② CEMENT BOARD SIDING: PROVIDE 5/8" THICK, PRE-FINISHED "MICHNA" PANELS. INSTALL PANELS W/ MANUFACTURER'S SYSTEM. CONCRETE-EMPIRE BLOCK, SEE SPECIFICATION.</p> <p>③ CEMENT BOARD SIDING: PROVIDE 5/8" THICK, PRE-FINISHED "MICHNA" PANELS. INSTALL PANELS W/ MANUFACTURER'S SYSTEM. METALLIC-MOTHER OF PEARL, SEE SPECIFICATION.</p> | <p>④ WELDED PLATE STEEL LIGHT VALANCE: HOT DIPPED GALVANIZED WELDED SHOP FABRICATION (SEE DETAILS)</p> <p>⑤ METAL COPING CAP: SLOPED COPING CAP (6" SLOPE FROM FRONT TO BACK) 12" TALL OUTSIDE FACE - 3" TALL INSIDE FACE BY FIRESTONE ROOFING OR MANUFACTURER'S EQUAL ALUMINUM W/ BAKED-ON KYNAR FINISH. COLOR BY ARCHITECT. SEE SECTIONS AND DETAILS. WIDTH OF CAP SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO ORDER & FABRICATION.</p> <p>⑥ METAL DOWNSPOUT: BOX CLOSED-FACE DOWNSPOUT BY FIRESTONE ROOFING OR MANUFACTURER'S EQUAL ALUMINUM W/ BAKED ON KYNAR FINISH. COLOR BY ARCHITECT. SEE SECTIONS AND DETAILS.</p> <p>Ⓜ STOREFRONT WINDOW SYSTEM: 2"x4" THERMALLY-BROKEN ALUMINUM STOREFRONT CLEAR ANODIZED FINISH, W/ 1" INSULATED GLAZING (ARGON FILLED W/ LOW-E COAT ON THE 3RD FACE) PROVIDE MEDIUM STYLE, FULL-LITE ALUMINUM DOORS WHERE SHOWN. SEE SPECIFICATION.</p> |
|---|---|



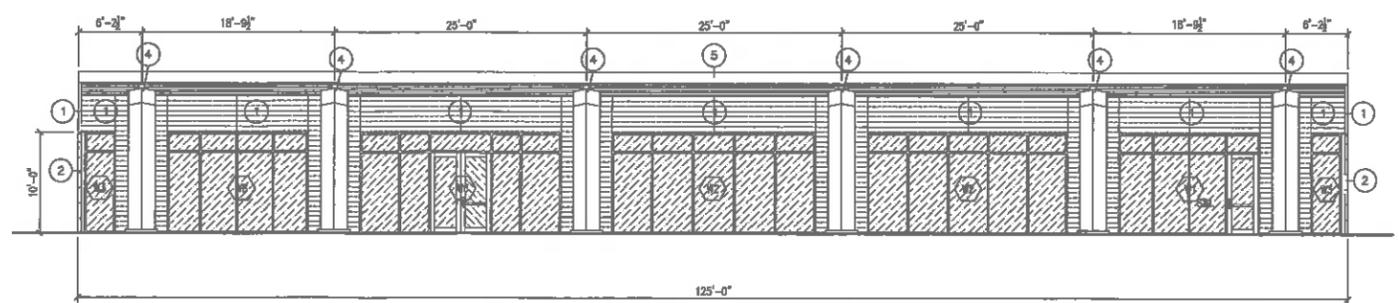
3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



4 WEST ELEVATION
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

STUDIO MELE
1312 LOCUST, SUITE 100Z
DES MOINES, IOWA 50309
(515) 314-9852
(515) 493-0003

RETAIL BUILDING
820 FIRST STREET
WEST DES MOINES, IOWA 50265
IMPROVEMENTS

PRINT DATE:
JUNE 6, 2016
SHEET NAME:
ELEVATIONS

Prepared by: B. Portz, City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING SITE PLAN (SP-003083-2016) TO ALLOW CONSTRUCTION OF A RETAIL BUILDING.

WHEREAS, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, First Street, LP, has requested approval of a Site Plan (SP-003083-2016) for that property located at 820 1st Street and legally described below for the purpose of constructing a 5,100 sq. ft. retail building;

Legal Description of Property

PART OF LOT 1 OF LINNWILL PLAT 2, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, POLK COUNTY, IA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N0°06'36"E ALONG THE WEST LINE OF SAID LOT, 281.68 FEET; THENCE N90°00'00"E, A DISTANCE OF 105.14 FEET; THENCE S0°12'23"E, A DISTANCE OF 282.2 FEET; THENCE N89°42'43"W, A DISTANCE OF 106.70 FEET TO THE POINT OF BEGINNING; CONTAINING APPROXIMATELY 29,864 SQ. FT. (0.69 ACRES).

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference;

WHEREAS, on August 1, 2016, the Plan and Zoning Commission did recommend to the City Council approval of a 820 1st Street Site Plan (SP-003083-2016);

WHEREAS, on, August 8, 2016, this City Council held a duly-noticed meeting to consider the application for the 820 1st Street Site Plan (SP-003083-2016);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, stated in the staff report, dated August 8, 2016, or as amended orally at the City Council meeting of August 8, 2016, are adopted.

SECTION 2. SITE PLAN (SP-003083-2016) to allow construction of a 5,100 sq. ft. retail building is approved, subject to compliance with all the conditions in the staff report, dated August 8, 2016, including conditions added at the meeting, and attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on August 8, 2016.

Steven K. Gaer
Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on August 8, 2016, by the following vote:

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit A
Conditions of Approval

1. The City Council granting a deferral for the installation of the trees and shrubs required of a 30' buffer park and a 6' solid fence along the south side of the site until such time that the proposed storm water infrastructure within the subject area along the south portion of the site is installed; and,
2. Site plan approval is contingent upon approval of the Val-Gate Preliminary and Final Plat. Upon approval of the Val-Gate Preliminary Plat, site grading and public utility installation may occur on the site. Building construction cannot occur on the site until City Council approval of the Val-Gate Final Plat, including the execution of the appropriate ingress/egress and cross parking agreement; and,
3. The applicant submitting an interim parking plan for the 820 1st Street building and the overall 1st Street Redevelopment PUD demonstrating adequate parking facilities are available while construction of the different projects are occurring on the site. Based on the actual number of parking spaces available, occupancy of the remaining portion of the 820 1st Street building (not housed by Christal's) may be limited.

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

7(d)

DATE: August 8, 2016

ITEM: Global Aviation Sculpture, 7760 Cascade Avenue – Install sculpture at corner of building – Global Aviation Resources – MML1-003141-2016

RESOLUTION: Approval of Minor Modification

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Global Aviation Resources received site plan approval from the City Council on October 20, 2014, to construct a 30,000 square foot office, parts servicing and warehousing building at 7760 Cascade Avenue. Global Aviation is seeking approval to install a sculpture in the form of a tail section of an aircraft at the corner of their building (see Attachment B – Location Map, Attachment C – Site Plan, Attachment D – Example of tail section, and Attachment E – Building elevations).

OUTSTANDING ISSUES: There are no outstanding issues.

STAFF REVIEW AND COMMENT: The proposed sculpture is a tail section of a B737-400 aircraft and will be painted to match the color of the bricks for the building. The tail section measures 9’ wide x 22’ long x 16’ tall and is proposed to be installed on the site at the corner of the office building.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, Staff recommends the City Council adopt a resolution to approve the Minor Modification Level 1 application to install a tail section of an aircraft as a sculpture for Global Aviation Resources at 7760 Cascade Avenue, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser, AICP



STAFF REVIEWS

| | |
|------------------------|---|
| Department Director |  |
| Appropriations/Finance | |
| Legal | |
| Agenda Acceptance |  |

PUBLICATION(S) (if applicable)

| | |
|--|-----|
| Published In | N/A |
| Date(s) Published | |
| Letter sent to surrounding property owners | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|------------------------------|-----------------------------|--------------------------------|
| Committee | | | |
| Date Reviewed | | | |
| Recommendation | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

ATTACHMENTS:

- Exhibit A – City Council Resolution
- Exhibit B – Location Map
- Exhibit C – Site Plan
- Exhibit D – Example of Tail Section
- Exhibit E – Building Elevations for color selection

Prepared by: KTragesser City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE MINOR MODIFICATION LEVEL 1 APPLICATION (MML1-003141-2016) TO INSTALL A TAIL SECTION OF AN AIRCRAFT AS A SCULPTURE AT GLOBAL AVIATION RESOURCES LOCATED AT 7760 CASCADE AVENUE

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Global Aviation Resources is requesting approval to install a tail section of an aircraft at 7760 Cascade Avenue;

Legal Description of Property

Lot 2 Etzel Properties Plat 1, an official plat now in and forming a part of the City of West Des Moines, Dallas County, Iowa

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference; and

WHEREAS, on August 8, 2016, this City Council held a duly-noticed meeting to consider the application for a Minor Modification Level 1 to install a sculpture at 7760 Cascade Avenue.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report for the minor modification, or as amended orally at the City Council meeting on August 8, 2016, are adopted.

SECTION 2. The Minor Modification Level 1 application to install a tail section of an aircraft sculpture is approved, subject to compliance with all conditions in the staff report, including conditions added at the meeting and attached hereto as Exhibit A. Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on August 8, 2016.

Steve Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

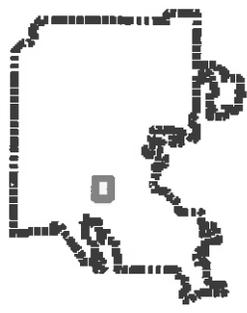
EXHIBIT "A"
CONDITIONS OF APPROVAL

None.

Global Aviation Resources



West Des Moines, Iowa



Legend

□ Parcels



1: 5,123



Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

EXHIBIT D

Global Aviation Sculpture
7760 Cascade Avenue
West Des Moines IA 50265

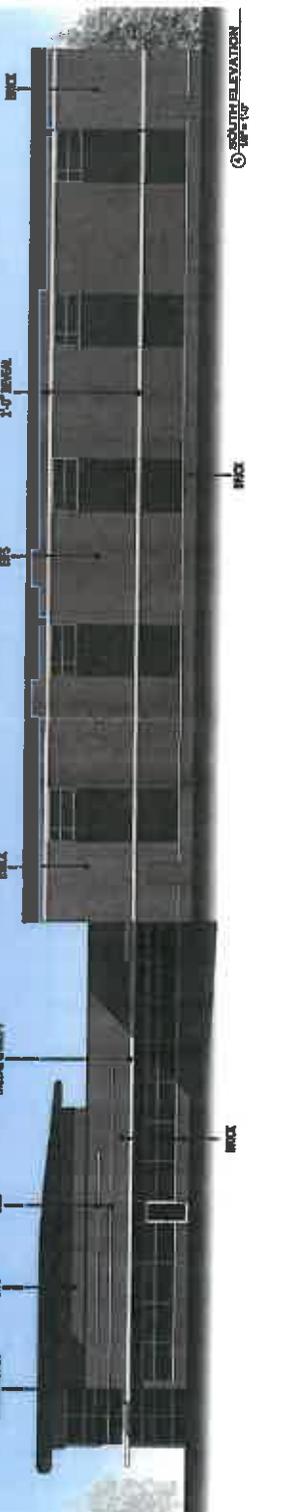
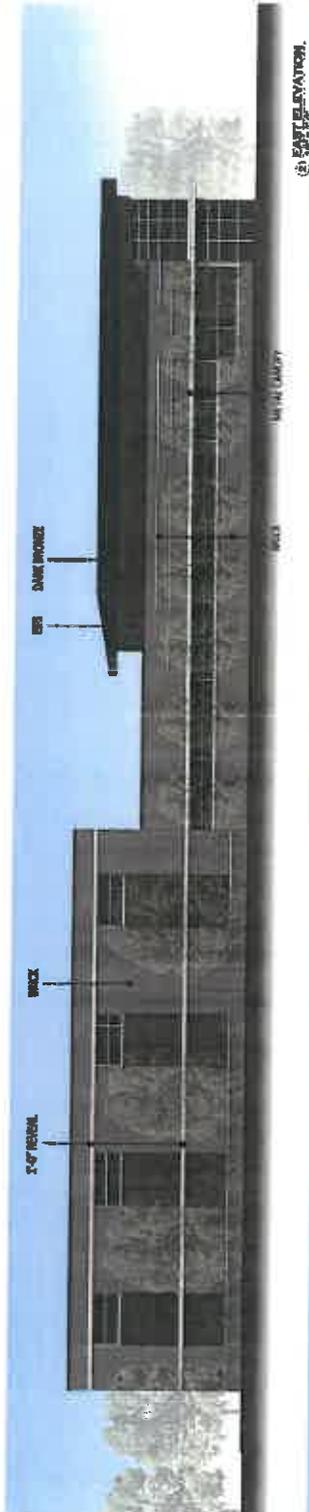
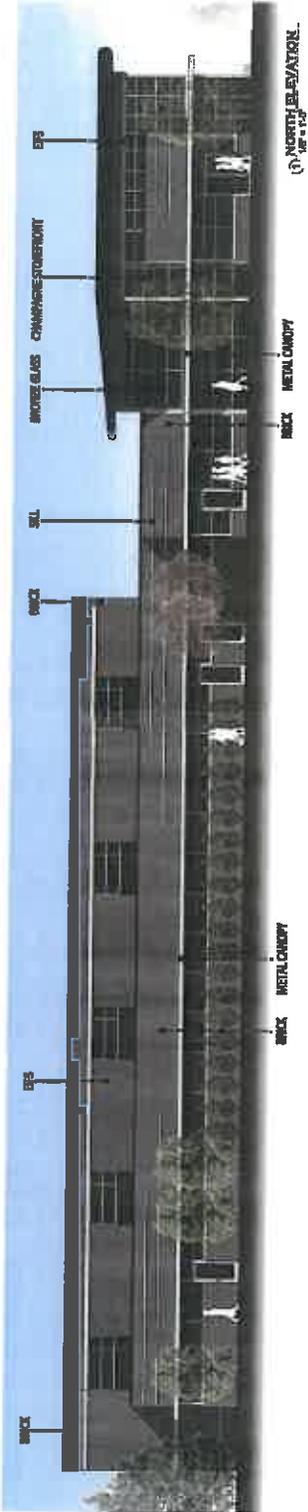
Case # MML1-003141-2016

Example tail section from B737-400 aircraft

Proposed to be painted in colors that match the building colors with the addition of a flag on top of the tail.

Dimensions: 9' wide x 22' long x 16' tall





**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 8, 2016

ITEM: Kum & Go Canopy Support Materials -- 220 50th Street and 5901 Mills Civic Parkway Building 2000- Approval of materials for canopy support columns -- Kum & Go, LC -- MML1-003075-2016/MML1-003076-2016

RESOLUTION: Approval of Minor Modification

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Kum & Go, LLC received approval to construct two convenience stores to be located at 5901 Mills Civic Parkway Building 2000 (April 6, 2016) and 220 50th Street (March 9, 2016) from the Board of Adjustment. A part of those approval were materials and construction of the fuel canopies; each was approved with a different design and materials. Kum & Go is requesting approval of revised materials for these two canopies to be able to construct them the same and be complimentary to the new convenience stores (see Attachment B – Location Maps and Attachment C – Canopy Elevations).

OUTSTANDING ISSUES: There are no outstanding issues.

STAFF REVIEW AND COMMENT:

City Code, Title 9, Zoning, Chapter 10, Performance Standards, provides that the canopy supports shall be trimmed in brick, stone, or split face masonry consistent with the majority of material used for the primary structure. The brick, stone, or split face masonry materials shall extend up the entire height of the support column.

Kum & Go Mills Crossing, 5901 Mills Civic Parkway Building 2000, Store #532 was approved with a three foot high stone base on the columns with the rest of the height a fiber cement material. The materials match the materials that the convenience store, however, the height of the stone base was at three feet. This was approved in error.

Kum & Go at 50th Street, 220 50th Street, Store #97 was approved with all brick columns extending the full height of the column. This approval was consistent with the ordinance, except that the brick did not match the materials of the building. The brick was a former material used in the construction of the convenience stores. The model of convenience store changed soon after the projects were submitted, yet the canopy columns were not reviewed again to be consistent with the new store concept.

Kum & Go Staff and City Staff worked diligently to come to agreement on the materials for the columns that reflected the materials used in the construction of the convenience store and satisfy concerns with consistency with the city code, durability of material, and overall aesthetic of the canopy support columns. These discussion resulted in using a base on the columns of the stone or brick that is used on the convenience store to a height equal to the fuel pump and the fiber cement board used on the building to be used for the remaining height of the columns.

Staff supports the revised canopy support column materials that are presented and will be requesting a code amendment to city code to reflect the new materials used in construction, as opposed to brick, stone, and split face masonry, and to amend the required height of materials to still reflect durability and to cover the steel supports, but be able to add durability to the base of the columns with the flexibility of using another material the rest of the height of the column or to be able to use the same material the entire height of the column.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, Staff recommends the City Council adopt a resolution to approve the Minor Modification Level 1 applications to modify the materials used on the fuel canopy support columns for Kum and Go stores at 5901 Mills Civic Parkway and at 220 50th Street, subject to the applicant meeting all City Code requirements and the following:

1. The City Council waiving City Code provisions regarding materials used on the canopy support columns in favor of the materials and design of the canopy columns which consist of brick, stone, and a cement fiber board.

Lead Staff Member: Kara Tragesser, AICP

KMT

STAFF REVIEWS

| | |
|------------------------|--------------------|
| Department Director | <i>les</i> |
| Appropriations/Finance | <i>[Signature]</i> |
| Legal | |
| Agenda Acceptance | <i>RTJ</i> |

PUBLICATION(S) (if applicable)

| | |
|--|-----|
| Published In | N/A |
| Date(s) Published | |
| Letter sent to surrounding property owners | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|---|-----------------------------|--------------------------------|
| Committee | Development and Planning | | |
| Date Reviewed | July 25, 2016 | | |
| Recommendation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

ATTACHMENTS:

- Exhibit A – City Council Resolution
- Exhibit B – Location Maps
- Exhibit C – Canopy Exhibits

Prepared by: KTragesser City of West Des Moines Development Services, P.O. Box 65320, West Des Moines, IA 50265-0320, 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE MINOR MODIFICATION LEVEL 1 APPLICATIONS (MML1-003075-2016/MML1-003076-2016) TO CHANGE THE MATERIALS AND DESIGN OF THE CANOPY SUPPORTS FOR KUM & GO AT 5901 MILLS CIVIC PARKWAY BUILDING 2000 AND AT KUM & GO AT 220 50TH STREET

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, Kum & Go LC is requesting approval to modify the materials and design of the canopy support columns for the Kum & Go stores at 5901 Mills Civic Parkway Building 2000 and 220 50th Street;

Legal Description of Property

5901 Mills Civic Parkway Building 2000: A PARCEL OF LAND IN PARCEL 'B' OF THE SOUTH 20 ACRES OF LOT 1, PARTITION PLAT OF SW1/4 OF THE NW1/4 AND N1/2 OF THE SW1/4 AND THE N1/2 OF THE SE1/4 SECTION 18, TOWNSHIP 78, RANGE 25, WEST OF THE 5TH P.M., AN OFFICIAL PARCEL RECORDED IN BOOK 15500, PAGE 98 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID PARCEL 'B'; THENCE S89°35'16"W, 238.48 FEET ALONG THE SOUTH LINE OF SAID PARCEL 'B' TO A POINT; THENCE N00°24'44"W, 284.13 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 850.00 FEET AND A CHORD BEARING N74°01'05"E, AN ARC LENGTH OF 118.59 FEET TO A POINT OF TANGENCY; THENCE N78°00'54"E, 70.24 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 382.00 FEET AND A CHORD BEARING N88°41'15"E, AN ARC LENGTH OF 142.31 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 'B', SAID EAST LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF S. PRAIRIE VIEW DRIVE AS IT IS PRESENTLY ESTABLISHED; THENCE S25°05'04"E, 23.99 FEET ALONG SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 745.00 FEET AND A CHORD BEARING S13°16'19"W, AN ARC LENGTH OF 322.18 FEET ALONG SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING AND CONTAINING 1.96 ACRES MORE OR LESS.

And

220 50th Street: Lot 1, Southwoods Plat 2, an official plat now in and forming a part of the City of West Des Moines, Polk County, Iowa

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference; and

WHEREAS, on August 8, 2016, this City Council held a duly-noticed meeting to consider the applications for a Minor Modification Level 1 to modify canopy support column materials and design;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report for the minor modifications, or as amended orally at the City Council meeting on August 8, 2016, are adopted.

SECTION 2. The Minor Modification Level 1 applications to modify materials and design of the canopy support columns at the Kum & Go stores at 5901 Mills Civic Parkway Building 2000 and 220 50th Street are approved, subject to compliance with all conditions in the staff report, including conditions added at the Hearing, and attached hereto as Exhibit A. Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on August 8, 2016.

Steve Gaer, Mayor

ATTEST:

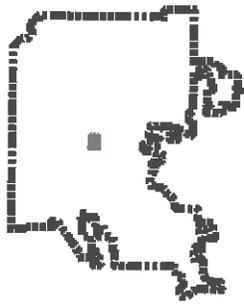
Ryan T. Jacobson
City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL

1. The City Council waiving City Code provisions regarding materials use on the canopy columns in favor of the materials and design of the canopy columns which consist of brick, stone, and a cement fiber board.



5901 Mills Civic Pkwy Blg 2000



Legend
□ Parcels



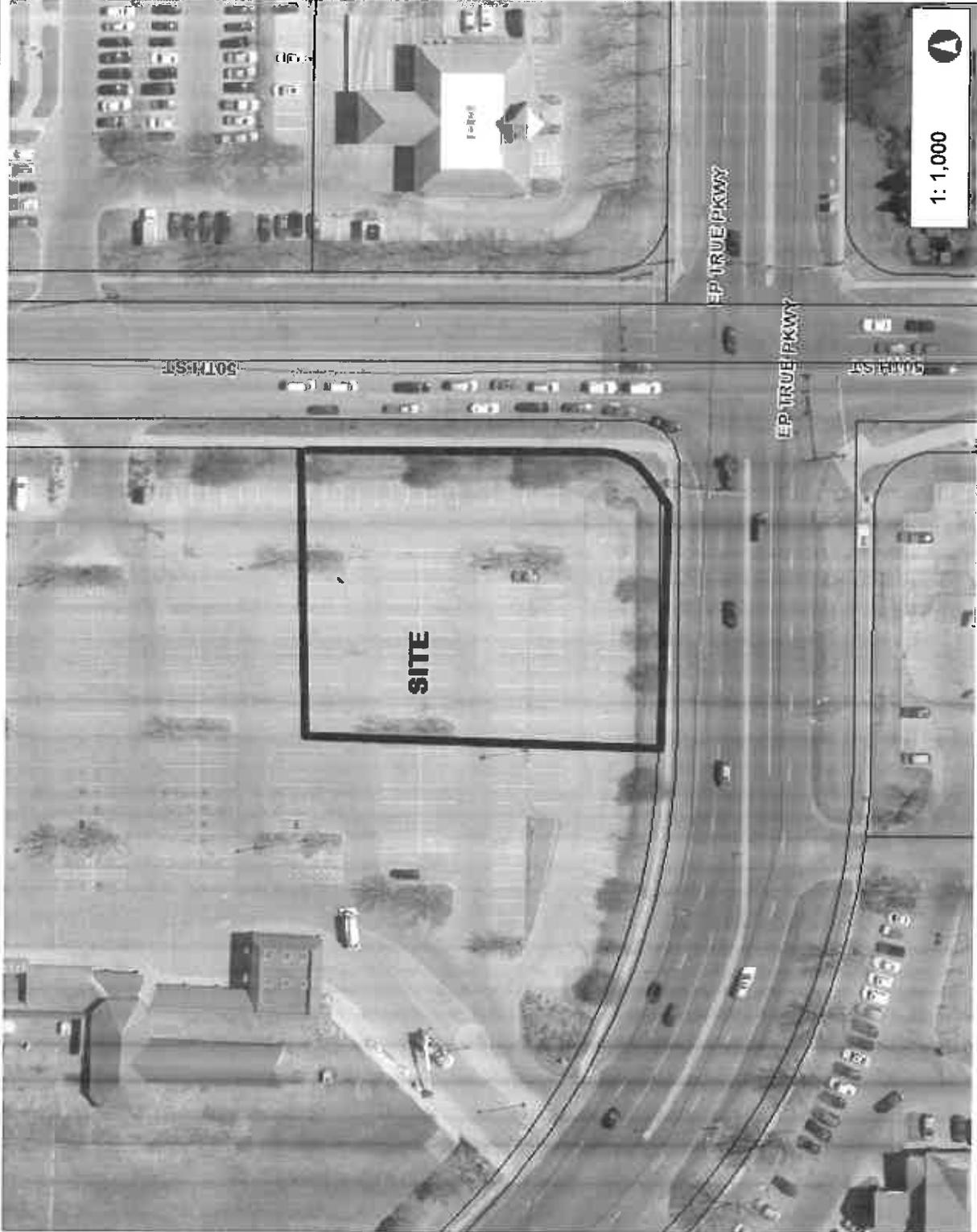
1:2,531



Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



220 50th Street



1:1,000



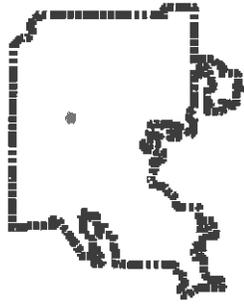
Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
© City of West Des Moines, Iowa

Legend

□ Parcels



**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 08, 2016

ITEM:

Motion – Approval of Traffic Code Amendment
Official Traffic Controls
50th Street and Stonebridge Road
First Reading

FINANCIAL IMPACT:

None.

SYNOPSIS:

Council action on this Traffic Code Amendment provides for the operation of traffic signals at the following intersection:

50th Street and Stonebridge Road

BACKGROUND:

Traffic signals were constructed due to an increase in traffic crashes at the intersection. The intersection meets warrants as outlined in the Manual of Uniform Traffic Control Devices.

RECOMMENDATION:

City Council Approve:

- Motion approving First Reading of Ordinance

Lead Staff Member: Jim Dickinson, P.E.



STAFF REVIEWS

| | |
|------------------------|--|
| Department Director | Bret Hodne, Public Works Director  |
| Appropriations/Finance | Tim Stiles, Finance Director |
| Legal | |
| Agenda Acceptance |  |

PUBLICATION(S) (if applicable)

| | |
|--------------------|--|
| Published In | |
| Dates(s) Published | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|----------------|----|-------|
| Committee | Public Works | | |
| Date Reviewed | August 1, 2016 | | |
| Recommendation | Yes | No | Split |

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA.

SECTION 1: TITLE 6 (MOTOR VEHICLE AND TRAFFIC), CHAPTER 9, SECTION 6-9-1: OFFICIAL TRAFFIC CONTROLS: is hereby amended by adding the paragraph as follows:

Adding Intersection of:

Fiftieth Street and Stonebridge Road

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed \$100 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

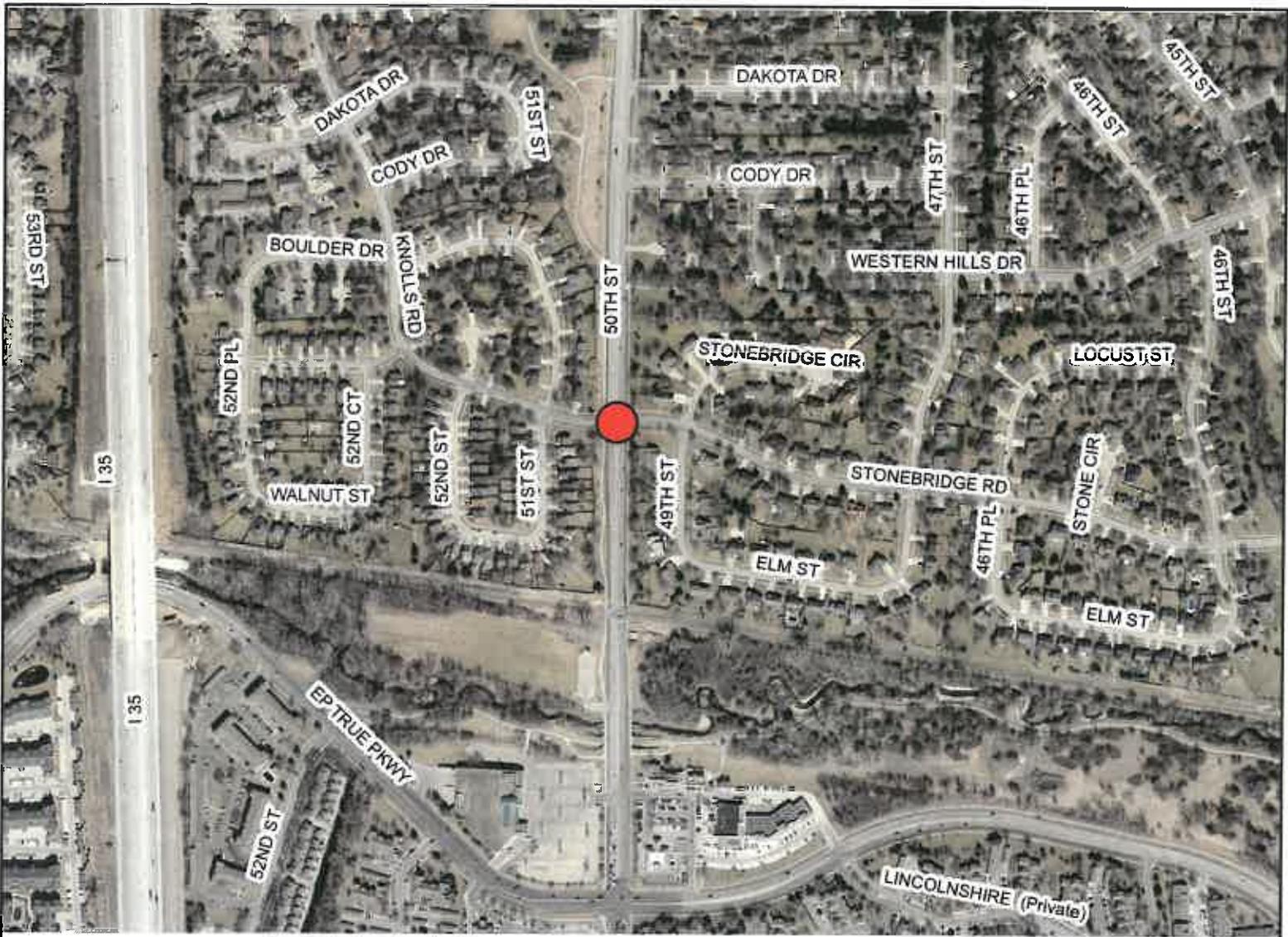
PASSED AND APPROVED this **8th** day of **August, 2016**.

Steven K. Gaer, Mayor

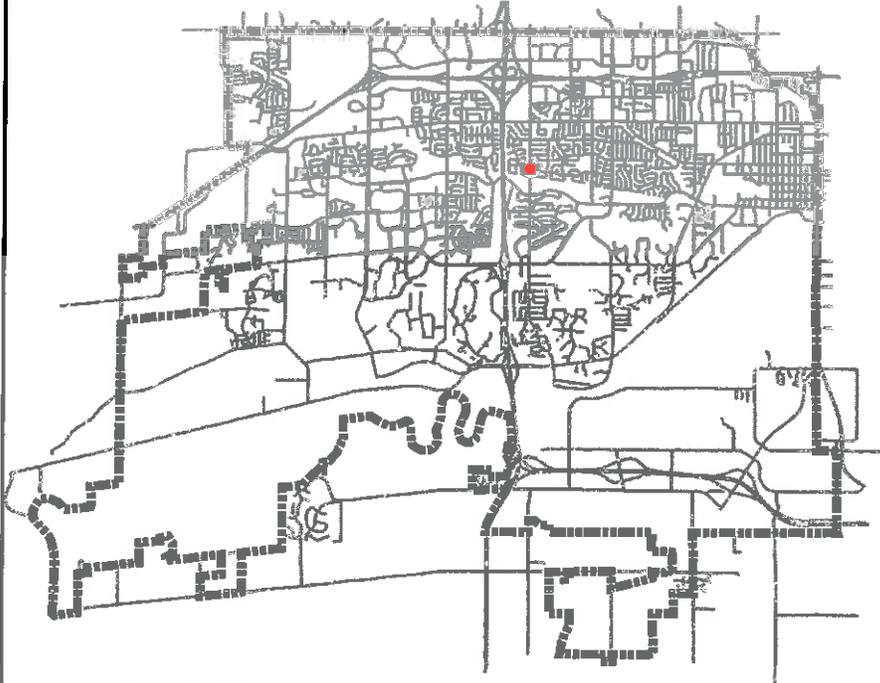
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2016.



VICINITY MAP



LEGEND

N

PROJECT LOCATION 



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**
 560 S. 16TH STREET (515)222-3475
 WEST DES MOINES, IOWA 50265
 FAX NO. (515)222-3478

PROJECT: **Approval of Traffic Code Amendment
Official Traffic Controls**

LOCATION: **50th Street and Stonebridge Road**

DRAWN BY: JDR

DATE: 7/28/2016

SHT. 1 OF 1

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

Date: August 8, 2016

ITEM: Ordinance Amendment – Amend Title 9 (Zoning), Chapter 2 (Zoning Rules and Definitions), Chapter 14 (Accessory Structures), and Chapter 18 (Signs) to add a definition of “Flagpole” and establish regulations and performance standards pertaining to flagpoles – City Initiated – AO-003171-2016

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Development Services is requesting an amendment to the City Code, Title 9, *Zoning*, Chapter 2 (Zoning Rules and Definitions), Chapter 14 (Accessory Structures), and Chapter 18 (Signs) to add a definition of “Flagpole” and establish regulations and performance standards pertaining to flagpoles. The proposed Ordinance Amendment is in response to a recent United States Supreme Court ruling on the content regulation of signs. Currently, the City considers a flag a means of communication, or a sign. Staff is recommending taking flagpoles out of the sign code and regulating them as a type of detached accessory structure, so that the flags themselves can be regulated separately. Related to this change, the definition for flags will be modified in the sign ordinance and the standards specific to flags, i.e., size, height, number of flags, etc. will be removed from the sign regulation matrix and moved to the accessory structures section.

There are many municipal buildings, i.e., schools, city buildings, etc. located in single family residential districts. Current regulations allow only one flag pole in single family districts. Municipal buildings are often required to have three flags displayed, the United States, the State, and the jurisdiction flags. The legal department has pointed out that schools and government buildings cannot be treated differently from residential property, if they have the same zoning classification. Thus, three flags cannot be allowed for an institutional use while a single family home is only allowed one flag. To accommodate the need for multiple flags to be displayed for municipal buildings and to allow posting of the U.S. flag at half-staff without the consequence of the secondary flags touching the ground when multiple flags are displayed on one pole, up to three flag poles are proposed to be allowed in all zoning districts. Staff researched and found that most cities do not even regulate flag poles, but staff has tried to identify logical parameters to enable installation and operation of the flags without encroachment on adjacent property by requiring a 10 foot setback for the poles and a minimum separation between poles. An exception is proposed that will allow flagpoles on properties zoned Valley Junction Historic Business (VJHB) District to have zero setbacks, due to smaller lot sizes in this area and the zero building setback for the district.

At this time, staff is requesting the City Council initiate the ordinance amendment and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the ordinance amendment by the City Council does not indicate support or opposition to the request. The initiation of the request responds to the due process rights of the petitioner.

RECOMMENDATION: Staff recommends initiation of the ordinance amendment and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Brian S. Portz, AICP *BP*

Staff Reviews:

| | |
|------------------------|----------------------|
| Department Director | <i>LS</i> |
| Appropriations/Finance | |
| Legal | |
| Agenda Acceptance | <i>RTJ</i> <i>DS</i> |

PUBLICATION(S) (if applicable)

| | |
|--|-----|
| Published In | n/a |
| Date(s) Published | n/a |
| Letter sent to surrounding property owners | n/a |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|---|-----------------------------|--------------------------------|
| Committee | Development and Planning | | |
| Date Reviewed | July 25, 2016 | | |
| Recommendation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Split <input type="checkbox"/> |

**CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION**

DATE: August 8, 2016

ITEM: Browns Woods Estates – West of Veterans Parkway and South of Browns Woods drive – Rezone property from Residential Estate (RE-1A) and Residential Medium Density (RM-8) to Single Family Residential (RS-20) and Single Family Residential (R-1) – Stephen R Grubb – ZC-003167-2016

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Stephen R. Grubb is seeking approval to change the zoning of property that lies about one quarter mile south of Browns Woods Drive on the west side of Veterans Parkway. The proposed change would include property zoned Residential Estate and Residential Medium Density being changed to Residential Single Family (see Exhibit 1 – Location Map).

At this time Staff is requesting that the City Council initiate the rezoning request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the rezoning request by the City Council does not indicate support or opposition to the rezoning request or the project pending on this site. The initiation of the request merely responds to the due process rights of the petitioner.

RECOMMENDATION: Staff recommends initiation of the rezoning request and forwarding it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Kara Tragesser, Case Planner *[Signature]*

STAFF REVIEWS:

| | |
|------------------------|--------------------|
| Department Director | <i>[Signature]</i> |
| Appropriations/Finance | |
| Legal | <i>[Signature]</i> |
| Agenda Acceptance | <i>[Signature]</i> |

PUBLICATION(S) (if applicable)

| | |
|--|--|
| Published In | |
| Date(s) Published | |
| Letter sent to surrounding property owners | |

SUBCOMMITTEE REVIEW (if applicable)

| | | | |
|----------------|-----|-----------------------------|--------------------------------|
| Committee | | | |
| Date Reviewed | | | |
| Recommendation | Yes | No <input type="checkbox"/> | Split <input type="checkbox"/> |

ATTACHMENTS:

Exhibit I - Location Map



Browns Woods Estates Rezoning



Legend

- Parcels



1 : 8,903



Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet
 © City of West Des Moines, Iowa